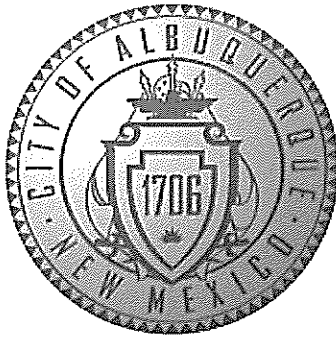




CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

5/6/2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor

SUBJECT: Recommendation of Award for Homemaker/ Personal Care/ Respite Care, RFP-2025-727-YFS-FS

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the Department of Youth and Family Services and developed an RFP for Homemaker/ Personal Care/ Respite Care.

The solicitation was posted on the Purchasing website on 10/01/2025 and was advertised in the Albuquerque Journal.

The Ad Hoc Evaluation Committee evaluated and scored the responses in accordance with the evaluation criteria published in the RFP and recommends awarding a contract to:

- 1st Premier Home Care
- NM Consumer Direct Personal Care LLC
- La Vida Felicidad, Inc
- Heritage Home Healthcare Services Inc

After thoroughly reviewing all of the proposals, the vendors listed above were determined to have met all required criteria, were responsive, qualified, and recommended for award.

The City of Albuquerque Department of Youth and Family Services will manage these contracts.

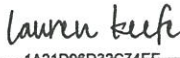
Recommendation of Award for Homemaker/ Personal Care/ Respite Care,
RFP-2025-727-YFS-FS

Approved:

Approved as to Legal Form:

DS
BR


Samantha Sengel, EdD Date
Chief Administrative Officer

DocuSigned by:
 5/7/2026 | 7:35 PM MDT
1A21D88D32674EE...
Date
City Attorney

Recommended:

DocuSigned by:
 5/7/2026 | 9:24 AM MDT
7326D2AB0FA94D8...
Date
Director

Initial


Cover Analysis

1. What is it?

**Recommendation of Award (ROA) for RFP Number:
RFP-2025-727-YFS-FS-AAA Homemaker/Personal Care/Respite Care
Services**

2. What will this piece of legislation do?

Allow the City of Albuquerque's Department of Youth and Family Services, Area Agency on Aging to award contracts for Homemaker, Personal Care and Respite Services.

3. Why is this project needed?

Homemaker, Personal Care and Respite Services are budgeted in the Older Americans Act grant agreement between the City of Albuquerque Area Agency on Aging and New Mexico Aging and Long-Term Services Department.

4. How much will it cost and what is the funding source?

Up to \$625,000 estimated total across all four contractors depending on the grant award. Area Agency on Aging (AAA) Older Americans Act grant is the funding source. Cost will not exceed funding.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

Area Agency on Aging (AAA) Older Americans Act grant is the funding source. The level of income will be based on the level of cost up to the grant limit as it is a cost reimbursement grant.

6. What will happen if the project is not approved?

The Area Agency on Aging would not be able to contract for these important services and would therefore not be able to meet the state grant requirements. The Homemaker, Personal Care, or Respite Care

services would cease for vulnerable older adults and their caregivers who rely on these services to age in place with dignity in the home and community of their choice. For some older adults, this would result in them needing to be in a care facility against their wishes.

7. Is this service already provided by another entity?

No.

FISCAL IMPACT ANALYSIS

TITLE: AAA Homemaker and Respite Services

R: 25-139
FUND: 265

O:

DEPT: Youth and Family Services

- ☒ No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- ☐ (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2025	Fiscal Years 2026	2027	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
☒ Estimated revenues not affected				
☐ Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH				
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS:

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

DocuSigned by:
PREPARED BY: Bernice Chacon
4C387EF0869E4F6...

Bernice Chacon, bchacon@cabq.gov
FISCAL ANALYST

APPROVED:

DocuSigned by:
Jess R. Martinez
732ED2A80FA04D9...

Jess R. Martinez
DIRECTOR

REVIEWED BY:

Signed by:
Suzanne Oliver
EXECUTIVE BUDGET ANALYST

Signed by:
Donna Sandoval 5/7/2026 | 11:56 AM
BUDGET OFFICER

Signed by:
Christine Boerner
CITY ECONOMIST



City of Albuquerque

Department of Finance and Administrative Services

Timothy M. Keller, Mayor

Interoffice Memorandum

Date: 02/05/2026

TO: Dr. Samantha Sengel, Chief Administrative Officer

FROM: Jess Martinez, Department of Youth and Family Services

SUBJECT: **Recommendation of Award –**
RFP Number: RFP-2025-727-YFS-FS
RFP Name: Homemaker/ Personal Care/ Respite Care

DS

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the Department of Youth and Family Services and developed an RFP for Homemaker/ Personal Care/ Respite Care.

The solicitation was posted on the Purchasing website on 10/01/2025 and was advertised in the Albuquerque Journal. The number of responses received for evaluation was seven (7) with one (1) Offeror being eliminated due to being deemed non-responsive.

The solicitation consisted of three (3) sections: Homemaker, Personal Care, and Respite Care. Offerors were able to submit for one or more services as applicable and were not required to submit for all of them. Each section was valued on a 1,000-point scale.

The Ad Hoc Evaluation Committee evaluated and scored the responses in accordance with the evaluation criteria published in the RFP and recommends awarding a contract to:

- 1st Premier Home Care
- NM Consumer Direct Personal Care LLC
- La Vida Felicidad, Inc
- Heritage Home Healthcare Services Inc

Attachment: Scoring Summary

I concur with this recommendation.

Listed below are the composite scores for the top responses received:

COMPANY NAME	SCORE
1 st Premier Home Care	2705.25
New Mexico Consumer Direct Personal Care LLC	2664.00
La Vida Felicidad, Inc	2640.25
Heritage Home Healthcare Services Inc	2291.25
Nurse Next Door Albuquerque	2128.00
Rachel Ann HC LLC	1310.50

The Department that will be managing this contract is Department of Youth and Family Services.

Approved:

Signed by:



2/10/2026 | 10:27 AM MST

BC2424C09B8741A...

Dr. Samantha Sengel

Chief Administrative Officer

(Date)



RFP-2025-727-YFS-FS - Homemaker/Personal Care/Respite Service
Scoring Summary

Active Submissions

	Total	Do you agree to provide the required insurance as stated in the RFP?	Do you agree to the City's terms and conditions?	Pay Equity Form	Appendix C	Appendix D	Appendix E	A - Service A- Homemaker Services	A-1 - A-1 Organizational capacity	A-2 - A-2 Demonstrated understanding of the need	A-3 - A-3 The Officer's general approach	A-4 - A-4 Service A Cost Proposal	A-5 - Technical Proposal Service A	B - Service B- Personal Care	B-1 - B-1 Organizational capacity	B-2 - B-2 Demonstrated Understanding	B-3 - B-3 The Officer's general approach	B-4 - B-4 Service B Cost Proposal	B-5 - Technical Proposal Service B	C - Service C- Respite Care	C-1 - C-1 Organizational capacity	C-2 - C-2 Demonstrated Understanding	C-3 - C-3 The Officer's general approach	C-4 - C-4 Service C Cost Proposal	C-5 - Technical Proposal Service C
Supplier	/ 3,000.00 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	/ 1,000.00 pts	/ 300 pts	/ 150 pts	/ 350 pts	/ 200 pts	Pass/Fail	/ 1,000.00 pts	/ 300 pts	/ 150 pts	/ 350 pts	/ 200 pts	Pass/Fail	/ 1,000.00 pts	/ 300 pts	/ 150 pts	/ 350 pts	/ 200 pts	Pass/Fail
1st Premier Home Care	2,705.25	Pass	Pass	Pass	Pass	Pass	Pass	899	277.5	137.5	284	200	Pass	893.75	256.25	130	307.5	200	Pass	912.5	282.5	135	295	200	Pass
New Mexico Consumer Direct Personal Care LLC	2,664.00	Pass	Pass	Pass	Pass	Pass	Pass	883	266.25	138.25	327.5	151	Pass	886.75	268.75	137.25	328.75	152	Pass	894.25	273.75	137.5	331	152	Pass
La Vida Felicidad, Inc.	2,640.25	Pass	Pass	Pass	Pass	Pass	Pass	879.75	267.5	133.75	327.5	151	Pass	879.75	266.25	133.75	328.75	151	Pass	880.75	267.5	133.75	327.5	152	Pass
Heritage Home Healthcare Services, Inc.	2,291.25	Pass	Pass	Pass	Pass	Pass	Pass	751.75	228.75	123.75	256.25	143	Pass	769.75	216.25	123.75	268.75	161	Pass	769.75	228.75	123.75	256.25	161	Pass
Nurse Next Door Albuquerque	2,128.00	Pass	Pass	Pass	Pass	Pass	Pass	710.5	206.25	106.25	255	143	Pass	705	206.25	108.75	265	125	Pass	712.5	206.25	106.25	275	125	Pass
Rachal Ave HC LLC	1,310.50	Pass	Pass	Pass	Pass	Pass	Pass	473.5	116.25	58.75	142.5	156	Pass	469.75	130	53.75	130	156	Pass	367.25	81.25	51.25	78.75	156	Pass

Eliminated Submissions

	Do you agree to provide the required insurance as stated in the RFP?	Do you agree to the City's terms and conditions?	Pay Equity Form	Appendix C	Appendix D	Appendix E	A - Service A- Homemaker Services	A-1 - A-1 Organizational capacity	A-2 - A-2 Demonstrated understanding of the need	A-3 - A-3 The Officer's general approach	A-4 - A-4 Service A Cost Proposal	A-5 - Technical Proposal Service A	B - Service B- Personal Care	B-1 - B-1 Organizational capacity	B-2 - B-2 Demonstrated Understanding	B-3 - B-3 The Officer's general approach	B-4 - B-4 Service B Cost Proposal	B-5 - Technical Proposal Service B	C - Service C- Respite Care	C-1 - C-1 Organizational capacity	C-2 - C-2 Demonstrated Understanding	C-3 - C-3 The Officer's general approach	C-4 - C-4 Service C Cost Proposal	C-5 - Technical Proposal Service C
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	/ 1,000.00 pts	/ 300 pts	/ 150 pts	/ 350 pts	/ 200 pts	Pass/Fail	/ 1,000.00 pts	/ 300 pts	/ 150 pts	/ 350 pts	/ 200 pts	Pass/Fail	/ 1,000.00 pts	/ 300 pts	/ 150 pts	/ 350 pts	/ 200 pts	Pass/Fail
Jaykey Medical Staffing	Pass	Pass	Pass	Pass	Pass	Pass	286.25	101.25	51.25	133.75	-	-	207.5	75	43.75	88.75	-	Fail	207	75	43.75	88.25	-	Fail

City of Albuquerque

Request for Proposals

Solicitation Number: RFP-2025-727-YFS-FS

Homemaker/Personal Care/Respite Care
9/11/2025

THIS IS A FEDERALLY-FUNDED PROJECT



Deadline for Receipt of Proposals: October 31, 2025: 2:00 p.m. (Mountain Time)

The City eProcurement System will not allow Proposals to be submitted after this date and time.

Non-Mandatory Pre-Proposal Conference: October 10, 2025, 11:00 AM Mountain Time

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
V2023.01.03JLB**

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INTRODUCTION

The City of Albuquerque, Department of Youth and Family Services "YFS", Area Agency on Aging "AAA", administers funds to provide a broad array of services to persons aged sixty (60) and over within Bernalillo County as authorized under the City of Albuquerque/Bernalillo County Older Americans Program Area Plan. Among the services funded are homemaker/personal care services to support frail seniors so they may remain independent in their own homes and similar services to support seniors with caregivers in need of respite so they may continue caregiving.

The City may award multiple contract awards under this solicitation. Bidders shall submit proposals to one or more Services listed in Section 3.6 of this RFP. Bidders are not required to bid on all 3 (three) services listed in Section 3.6 of this RFP.

PART 1
INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP-2025-727-YFS-FS, "Homemaker/Personal Care/Respite Care"

1.2 Proposal Due Date: October 31, 2025, - 2:00 PM (MST Time)

The time and date Proposals are due shall be strictly observed.

1.2.1 Non-Mandatory Pre-Proposal Conference: This is not a mandatory pre-Proposal conference, but highly recommended. Those vendors who choose not to attend shall be solely responsible for obtaining any additional information, clarifications or addenda resulting from this meeting.

Topic: Non-Mandatory RFP-2025-727-YFS-FS,
Homemaker/Personal Care/ Respite Care

Time: October 10, 2025 11:00 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://cabq.zoom.us/j/83451840787>

Meeting ID: 834 5184 0787

One tap mobile

+17193594580,,83451840787# US

+12532050468,,83451840787# US

Join instructions

<https://cabq.zoom.us/meetings/83451840787/invitations?signature=Qbtu3Pr7hDsUtSqz9llvGFyf3kAig-OqcUBpmD0uKGQ>

1.3 Questions: All questions shall be submitted in written format in the City's eProcurement system prior to the close date for questions and answers.

1.4 Purchasing Division: This Request for Proposals ("RFP") is issued on behalf
RFP-2025-727-YFS-FS, " Homemaker/Personal Care/Respite Care "

of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

1.5 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.6 Acceptance of Proposal: Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

1.6.1 City Public Purchases Ordinance

1.6.2 City Purchasing Rules and Regulations: These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.6.3 Civil Rights Compliance: Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

1.6.4 Americans with Disabilities Act Compliance: The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.

1.6.5 Insurance and Bonding Compliance: Acceptance of Proposal is contingent

upon Offeror's ability to comply with the insurance requirements as stated herein.

1.6.6 Ethics:

1.6.6.1 Fair Dealing. The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.6.6.2 Conflict of Interest. The Offeror warrants 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 services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.6.7 Participation/Offeror Preparation: The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

1.6.8 Debarment or Ineligibility Compliance: By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

1.6.9 Goods Produced Under Decent Working Conditions: It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.6.10 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.7 City Contact: The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. Offerors who fail to abide by this instruction may be deemed nonresponsive.

- Francesca Smith, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 767-5696 or E-Mail: fsmith@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.8 Contract Management: The contract resulting from this RFP will be managed by the Family and Community Services Department, Area Agency on Aging Division.

1.9 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach

all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein and must be submitted through the City's eProcurement system Bonfire. **The City will not respond to questions that are submitted by any other means than electronically through the City's eProcurement system.** Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

1.9 Submission of Proposals. The Offeror's sealed Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

191 Electronic Copy. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of two (2) business days to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please make sure to register on the system in order to receive notices and submit a response to a solicitation. For assistance, please contact support@gobonfire.com. **Failure to submit your proposal electronically through the City's eProcurement system shall result in your proposal being deemed nonresponsive.**

192 Format. Each file uploaded to the eProcurement System shall be in single PDF format unless otherwise indicated. The City's preferred format is Optical Character Recognition (OCR) searchable PDF format. Do not encrypt files and do not password protect the documents submitted.

193 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. FAILURE TO COMPLY WITH THE SUBMISSION REQUIREMENTS SHALL BE CAUSE FOR THE CITY TO DEEM YOUR PROPOSAL NONRESPONSIVE.

194 No other methods of Proposal delivery. Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

195 Modification. Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

196 Receipt of Proposals. The only acceptable evidence to establish the time of receipt of Proposals by City Purchasing Office is the time-date stamp of the EProcurement System.

1.97 Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

1.10 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.11 Required Contract Terms: The Required Contract Terms can be accessed at this link <https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions>, click on "Request for Proposals Required Contract Terms". The Offeror certifies that it accepts the Required Contract Terms, or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Required Contract Terms. The Required Contract Terms may differ from the terms in the final contract awarded under this RFP.

1.12 Contract Term: The contract resulting from this solicitation is anticipated to have a term of one (1) year with possible extensions of three (3) years.

1.13 Evaluation Period: The City reserves the right to analyze, examine and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, such an extension would be in the best interest of the City.

1.14 Evaluation Assistance: The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.15 Rejection and Waiver: The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

1.16 Award of Contract:

1.16.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.16.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

1.17 Cancellation: This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

1.18 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for

award of contract.

1.19 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

1.20 Proprietary Data:

1.20.1 The file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been approved by the Mayor, or his designee. An Offeror may designate material as Trade Secrets, Proprietary Data, and/or other Confidential Data by clearly marking that material as "Trade Secret", "Proprietary Data", or "Confidential Data" within the Proposal submitted (uploaded) in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be so designated. Further, any Proposal in which a majority of pages are designated as Trade Secret, Proprietary Data, or Confidential Data may be deemed nonresponsive.**

1.20.2 The City will endeavor to restrict distribution of material designated as "Trade Secret", "Proprietary Data", or "Confidential Data" and provided separately to only those individuals involved in the review and analysis of the Proposals. However, Offerors are advised that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) ("Act") is received for such materials, and they are not exempt under the Act, the City is required to disclose those records. The City shall, to the extent possible under the Act, provide the Offeror with notice before any disclosure to allow the Offeror an opportunity, within the Act's fifteen (15) day deadline, to initiate legal action (such as an injunction or other judicial remedy) to prevent the release of Trade Secret, Proprietary Data, or Confidential Data, should the Offeror wish to do so. **Notwithstanding anything to the contrary herein, the City shall not be responsible to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

1.21 Preferences: THIS IS A FEDERALLY-FUNDED PROJECT. NO PREFERENCES SHALL BE APPLIED.

1.22 Request for Proposals Protest Process:

1.22.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10th) business day prior to the deadline for the receipt of Proposals.

1.22.2 Recommendation of Award: If the protest concerns other matters relating

to this solicitation, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10th) business day after the receipt of notice of the Recommendation of Award.

1.22.3 Timely Protests: Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will be rejected. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.22.4 How to File: Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be electronically delivered via email, mailed, or hand-delivered. Facsimile, telephonic, telegraphic or any other type of electronic protests will not be accepted.

1.22.5 Required Information: The protest shall contain at a minimum the following:

1.22.5.1 The name and address of the protesting party;

1.22.5.2 The number of the competitive solicitation;

1.22.5.3 A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;

1.22.5.4 Details concerning the facts, which support the protest;

1.22.5.5 Attachments of any written evidence available to substantiate the claims of the protest; and

1.22.5.6 A statement specifying the ruling requested.

1.22.6 Delivery of Protests:

1.22.6.1 Mail or Hand Delivery: Protests may be mailed or hand-delivered in an envelope marked "PROTEST" with the solicitation number. Protests which are mailed or hand-delivered should be addressed or delivered as follows:

By Mail:
Chief Procurement Officer
City of Albuquerque
Purchasing Division
P.O. Box 1293
Albuquerque, NM 87103
RFP Number

PROTEST

Hand Delivery:
Chief Procurement Officer
City of Albuquerque
Purchasing Division
One Civic Plaza, 10th Floor, Room 10010
Albuquerque, NM 87103
RFP Number
PROTEST

1.22.6.1 Electronic Mail Delivery: Protests may be emailed to:

Kathleen Oney, Chief Procurement Officer
koney@cabq.gov

The message should clearly indicate "PROTEST" and the solicitation number in the subject line.

1.22.7 Protest Response by Chief Procurement Officer: The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

1.22.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

1.23 Insurance:

1.23.1 General Conditions: The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative

Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

1.23.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.23.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.23.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.23.3.2 Commercial Automobile Liability Insurance ("CAL"). A CAL policy with not less than a \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence.

The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

1.23.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.23.3.4 Professional Liability (Errors and Omissions) Insurance. Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

1.23.3.5 Sexual Abuse Molestation Coverage: Sexual abuse molestation insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor will be working with, or in physical or virtual contact with, children under the age of 18 or a compromised client base (deaf and hard of hearing, blind, senior and older adults, persons with mental disabilities, intellectual disabilities and/or have a developmental disability).

1.23.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.23.5 Additional Insurance: The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

1.24 Pay Equity Documentation. All proposals shall include a Pay Equity Reporting Form or a valid Certificate which can be accessed at <https://www.cabq.gov/gender-pay->

[equity-initiative](#) or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that have no facilities and no employees working in New Mexico are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying their exempt status checked. Any Proposal that does not include a Pay Equity Reporting Form or Certificate shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A). The gender pay equity task force will automatically issue pay equity certificates to qualifying vendors within two business days of submitting the pay equity reporting form. To ensure you have your form or certificate before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please visit the website or contact the gender pay equity task force with questions: OEI@CABQ.GOV

PART 2

PROPOSAL FORMAT

A “Proposal” consists of two distinct sections—a “Technical Proposal” and a “Cost Proposal”—that are submitted separately in Bonfire.

Each Service as identified in Part 3.6, Service A, B, or C shall have the same format as stated below but shall be submitted separately in Bonfire:

2.1 Technical Proposal Format, Section One

21.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name, email address and telephone number of person(s) in your organization authorized to execute the contract resulting from this RFP. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement to the Required Contract Terms; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

21.2 Experience:

2.1.2.1 Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

2.1.2.2 Past Experience. Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a letter of reference for each regarding the work. References must be for work performed in the past three to five (3 to 5) years. DO NOT use City employees or any City elected officials as a reference. The City will not contact and will not assign any evaluation points for references from City employees or elected officials. State relevant experience with other municipalities or government entities.

21.3 Need for Program. Briefly but clearly describe your organization’s understanding of the eligible population, relevant conditions in their community and their needs to be addressed by the service or program. Include gaps and overlaps in services, and how this program will alleviate those gaps and/or overlaps. Include a

rationale for the overall need for the service. Include current socio- economic factors and how the service fits with City programming priorities. Include information from any needs assessment process.

214 Best Practices. Describe proven approaches, research and/or best practice information applied to the development of this service or program.

2.1.3 Proposed Approach to Tasks. Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services.

2.1.4 Management Summary. Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

2.1.5 Monitoring and Evaluation plans. Discuss approach to monitoring and evaluating service delivery and client satisfaction.

2.1.6 Service delivery, staff training and recordkeeping requirements. Provide your approach to service delivery, staff training, and recordkeeping requirements.

2.1.7 Limitations. Document any limitations regarding service delivery including any limitations to serving clients in any geographic area of Bernalillo County.

2.2 Cost Proposal Format, Section Two

221 Submit your Cost Proposal (Appendix A) separately from your Technical Proposal (upload Appendix A in the City's eProcurement system). **Failure to submit your cost separately from your Technical Proposal shall result in your proposal being deemed non-responsive.**

222 The Cost Proposal shall contain the following information:

- Identification of service categories being offered with corresponding hourly rates and the maximum and minimum number of hours available to provide each service category. If serving clients residing in particular areas of Bernalillo County (i.e. Village of Tijeras) would require a different rate, identify the rates separately.
- Available service days and times.

223 Offerors shall provide a service rate justification for the activities described in Part 3, Scope of Services indicating any cost or pricing details. Rates are to include all overhead and profits. Breakdown should include itemized expenses such as but not be limited to:

- Labor hours and hourly rates by category (administration, care, travel, etc.), broken out by professional and other labor.

- Travel and other direct expenses.
- Purchased materials, unit costs and quantities.
- Subcontract costs if applicable.
- Additional consulting beyond the scope of the desired tasks.

224 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

PART 3 SCOPE OF SERVICES

3.1 Referrals. Homemaker/Personal Care/Respite Care clients residing within Bernalillo County shall be referred to successful Offerors by the Area Agency on Aging or its Case Management Program designees through case plans indicating the specific service activities to be provided, the number of hours, frequency of services to be offered, and the duration of services for each client.

3.2 Funding. The amount of funds which may be made available under this solicitation approximates **\$625,000** inclusive of gross receipts tax which is earned through an hourly rate for the direct services provided. The availability of such funds is subject to receipt of funding by the City. Additional funds outside of those identified in this RFP may be made available during the contract period. At the discretion of the City's Department of Family and Community Services, such funds may be provided to the successful Offerors.

3.3 Target Delivery. Offerors are advised that provisions set forth in the Older Americans Act target the delivery of all services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement, with particular targeting to low income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

3.4 Purpose

a. Funds to be awarded under this solicitation will enable frail older persons to remain independent in their own homes or under their caregiver's care thereby avoiding or delaying institutionalization.

b. Services to be funded under this solicitation shall not replace existing Homemaker, Personal Care or Respite Services, or replace funds available to support existing services requested.

3.5 General Provisions

a. Successful Offerors shall provide services funded through contracts awarded under this RFP only to clients referred by the Area Agency on Aging or its designee in a timely and consistent manner. The Area Agency on Aging or its designee will specify the service activities to be provided, the number of hours, frequency of services to be offered, and the duration of services for each client.

b. Homemaker and Respite Care services may require the delivery of Personal Care Services including the services of a Home Health Aide, as identified in care plans for clients referred.

c. Successful Offerors shall maintain documentation on individual clients served which includes times and dates services were received as confirmed by the client or caregiver upon completion of each visit.

d. The City's Department of Family and Community Services reserves the right to make modifications to any agreement awarded as a result of this RFP should policies and procedures governing the Older Americans Act Program at the Federal, State or local level change or warrant modification.

3.6 Homemaker/Personal Care and/or Respite Care: The successful Offeror shall have the knowledge, expertise and ability to provide one or more of the following services, based on the case plan:

Service A--Homemaker Services: Activities include laundry; make and change bed; light housekeeping such as wash dishes, vacuum, dust and mop; clean bathroom, kitchen, and appliances; remove trash; wash inside windows; assist with menu planning.

Service B--Personal Care Services: Assist with bath, toileting, shampoo, shave, oral care, nail care, dressing, skin care, ambulation, transfers, mobility assistance, prompting or cuing, turning and positioning, reminding to take medications, prepare snack/meal, feeding, and encouraging fluids.

Service C--Respite Care Services: Activities include companionship, emotional support, and supervision to assure safety, Homemaker/Personal Care Services are services to provide temporary relief to caregivers.

3.7 Service Delivery

a. The successful Offeror shall possess the knowledge, expertise and ability to accept referrals from the Area Agency on Aging or its Case Management Program designees and provide the delivery of Homemaker/Personal Care and/or Respite Care services identified in a case plan prepared by the Case Management Program. The case plan for each client shall specify services to be provided, and the frequency and duration of such services.

b. The City will not pay for costs associated with the delivery of service to clients other than those approved by the Case Management Program.

c. The successful Offeror shall arrange for services to be provided to individual clients based on the date specified in the referral case plan within two (2) but no more than four (4) working days of the receipt of a referral case plan, and confirm with the Case Management Program that services to each client have been initiated at the time requested. If the successful Offeror cannot arrange for services to be delivered within the specified time period, the Case Management Program shall be notified immediately. Repeated failure to initiate services in a timely manner may be considered grounds for termination of the contract awarded under the RFP.

d. The successful Offeror shall provide notification to the client or caregiver and to the Case Management Program of any interruption in the delivery of services to a client, prior to the scheduled visit.

e. The successful Offeror shall monitor the provision of services provided to assure adherence to all case plans.

f. The successful Offeror shall maintain documentation demonstrating that all home care employees have received a criminal background check in accordance with State law and be cleared of any criminal activities prior to delivering services under the contract awarded under this RFP. The successful Offeror shall maintain evidence of such a check in its personnel records.

3.8 Staff Requirements

The successful Offeror shall provide services by qualified personnel who have completed a minimum of ten (10) hours of a care provided training curriculum which shall include an understanding of behavioral manifestations and intervention techniques for persons with dementia, including Alzheimer's disease. Personnel providing services to clients under the contract awarded under this RFP shall obtain a minimum of ten (10) additional hours of training/education during the period of the contract awarded under this RFP. The City may request evidence of the completion of such training at any time.

3.9 Recordkeeping Requirements

The successful Offeror shall provide adequate recordkeeping and shall maintain documentation on all services provided under the contract awarded under this RFP. Such documentation shall identify the name of the client, the services received by

each, the number of hours of service received and the dates that service was received. The documentation shall also include a statement signed by the client, or representative of the client, at the completion of each visit. The successful Offeror shall provide detailed monthly reports on services rendered and submit them to the Area Agency on Aging in a form to be specified by the City. The Offeror shall maintain the staff capacity to bill according to the Area Agency on Aging's protocol and billing codes.

3.10 Federal Compliance.

The successful Offeror shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug-Free Workplace Act of 1988" (P.L. 100-690) and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.

3.11 Responsibilities of Service Providers under Area Plans, 45 CFR §1321.65:

- a. To the maximum extent feasible, the successful Offeror shall provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services.
- b. With the consent of the older person (or representative of the older person), the Contractor shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.
- c. Where feasible and appropriate, the Contractor will make arrangements for the availability of services to older persons in weather related emergencies.
- d. The Contractor will assist participants in taking advantage of benefits under other programs.
- e. The Contractor will assure that all services funded under this part are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

PART 4

EVALUATION OF PROPOSALS

41 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the Committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals.

4.1.1 Selection of Finalist Offerors (If Applicable). The Ad Hoc Advisory Committee may select Finalist Offerors (also known as the “short list”). The Purchasing Office will notify the Finalist Offerors. Only Finalist Offerors will be invited to participate in the subsequent steps of the procurement if this Finalist process is used.

4.1. 2. Oral Presentation or Demonstrations by Finalists (If Applicable). Finalist Offerors may be required to present their proposals to the Ad Hoc Advisory Committee (“Oral Presentation”). The Purchasing Office will schedule the time for each Finalist Offeror’s presentation. All Finalist Offeror Oral Presentations will be held remotely via Zoom unless notified otherwise. Each Oral Presentation will be limited to one (1) hour in duration unless notified otherwise. NOTE: The scores from the initial proposal evaluation will only carry over to the Oral Presentation evaluation in the case of a tie score after Oral Presentations.

42 Evaluation Criteria. The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

300 -- Organizational capacity to deliver the services, past performance, and demonstrated awareness of proven approaches and best practices.

150 -- Demonstrated understanding of the need for the requested services and the target population/area.

350 -- The Offeror's general approach and plans to meet the requirements of the RFP and the Scope of Services, project description and goals, methods, number of persons to be served, and monitoring and evaluation plans.

200 - Cost Proposal – The costs proposed by the Offeror as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

APPENDIX A COST PROPOSAL SERVICE RATE

Identify the per unit (hour) reimbursement rate for services to be provided, and any maximum and minimum number of units per year.

Rate shall include any applicable gross receipts taxes, overhead and profits and shall constitute full and complete compensation for the successful Offeror's services under this proposal. If separate rates are required for services based on factors such as service location in Bernalillo County, service type or other factors, please identify each rate and explain in the Service Rate Justification section.

SERVICE CATEGORY	RATE(S) PER HOUR	SERVICE BLOCK TO PROVIDE SERVICES	
		Max. # of Hours per Year Proposed	Min. # of Hours per Year Proposed
Homemaker/Personal Care/Respite Services			

A. Days services are available (i.e. Monday-Sunday)_____

B. Hours services are available_____

SERVICE RATE JUSTIFICATION

Provide a Service Rate Justification for each Service Rate identified. The intent of the justification is to identify the cost breakdown basis used in establishing the reimbursement rate with respect to services proposed. Include the rationale used in developing cost components noted in Part 2 Section 2.3 Cost Proposal. Provide a cost breakdown for the activities described in Part 3 Scope of Services indicating the cost of pricing details by task if applicable. Additionally, indicate how the reimbursement rate proposed is necessary and reasonable to accomplish the Scope of Services.

Time associated with arranging for services or monitoring client progress is not billable as service hours. Costs associated with arranging for services or monitoring client progress should be included in the unit cost for services.

APPENDIX B

FEDERALLY-REQUIRED CONTRACT PROVISIONS IN COMPLIANCE WITH 2 CFR PART 200, APPENDIX II

All Contractors with Agreements funded in whole or in part with federal funds shall be required to comply with 2 CFR Part 200, Appendix II, as follows:

1.	Equal Employment Opportunity During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the	All contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3; construction work.

	compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding	

upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance	

	has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.	
2.	Davis Bacon Act The Contractor agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the City, who will report the same to the federal awarding agency. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.	All prime construction contracts in excess of \$2,000 awarded by non-Federal entities; construction work
3.	Copeland Anti-Kickback Act Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or other applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.	For construction work over \$2,000
4.	Contract Work Hours and Safety Standards Act Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is	For contracts over \$100,000 or that involve mechanics or laborers

	employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section. Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.	
5.	Rights to Inventions Made under a Contract or Agreement If the award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small	For funding agreements under 37 CFR 401.2(a)

	Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or other applicable federal agency.	
6.	Clean Air Act and Federal Water Pollution Control Act The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 <i>et seq.</i> The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.	For contracts over \$150,000
7.	Debarment and Suspension This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that	For all contracts: 1) over \$25,000, 2) requiring federal agency approval, 3) for federally required audit services, or 4) a subcontract meeting requirement 1 or 2

	may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	
8.	Byrd Anti-Lobbying Amendment Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.	For all contracts; contracts over \$100,000 must certify compliance
9.	Procurement of Recovered Materials In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. Competitively within a time frame providing for compliance with the Agreement performance schedule; 2. Meeting Agreement performance requirements; or 3. At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	For state or political subdivision of the state, if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year)
10.	§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment. (a) Recipients and sub recipients are prohibited from obligating or	For all contracts

	expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.	

	(c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
11.	§ 200.322 Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	For all contracts

**APPENDIX C CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

The _____, certifies to the best of its
knowledge and

(Company/Contractor)

belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this Agreement been convicted or had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this certification.

THE COMPANY/CONTRACTOR, _____
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS
OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Executed on this date: _____.

By

(Signature of authorized official)

(Title of authorized official)

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

APPENDIX D CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby
certify on behalf of
(Name and title of Official)

_____ that;
(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.

(2) If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, the Agreement shall be considered a federal Agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed on this date: _____.

By

(Signature of authorized official)

(Title of authorized official)

APPENDIX E
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes____No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes____No ____

Certification -- The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

1st Premier Home Care, Inc.

Proposal to Provide Homemaker / Personal Care / Respite Care Services

Solicitation Number: RFP-2025-727-YFS-FS

Date Submitted: October 14, 2025

2.1 Technical Proposal – Service A: Homemaker Services

2.1.1 - Offeror Identification:

Offeror: 1st Premier Home Care, Inc. (PHC)

4411 McLeod Rd. NE, Suite G

Albuquerque, NM 87109

Nature of Organization: S-Corporation

Subcontractors: PHC does not utilize subcontractors.

Authorized Representative:

David A. Kaminski, M.H.A.

President & Chief Executive Officer

Phone: (505) 271-2120

Email: premierhhcare@aol.com

Assurances:

- **Compliance with All Laws:** PHC complies fully with all laws and regulations referenced in Solicitation No. RFP-2025-727-YFS-FS. Routine internal audits ensure ongoing adherence to all applicable state and federal requirements.
 - **Acceptance of Contract Terms:** PHC agrees to all Terms and Conditions of the Draft Agreement, with no exceptions.
 - **Receipt of Addenda:** Confirmed - downloaded October 14, 2025.
 - **Insurance Coverage:** PHC maintains all required insurance, including general and professional liability, automobile liability, and workers' compensation.
-

2.1.2 - Experience:

Current Experience

1st Premier Home Care, Inc. (PHC) is a licensed non-medical home care agency, serving the greater Albuquerque area since 2000. Licensed by the New Mexico Department of Health, PHC's

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mission is to provide high-quality, compassionate home care services that promote independence, dignity, and safety for elderly and disabled adults in their homes.

Since inception, PHC has:

- Served over 3,600 individuals, and
- Delivered more than 2,550,000 hours of in-home care.

Current Contracts Include:

A. City of Albuquerque – Area Agency on Aging (AAA):

PHC has been contracted with the City of Albuquerque's Department of Family and Community Services since 2003 to provide Homemaker, Personal Care, and Respite Services. PHC currently serves 28 AAA clients per month.

- **Program Manager:** David A. Kaminski, M.H.A., President & CEO
- **Experience:** Over 37 years managing home care programs in Albuquerque, including serving as Director of Private Duty Home Care at Presbyterian Healthcare Services before founding PHC in 2000.
- **Reference:** Resume attached as *Attachment A*.

B. Medicaid Personal Care Services (PCS):

PHC has been a Medicaid PCS provider since 2001, serving approximately 61 clients per month under contracts with the New Mexico Aging and Long-Term Services Department and all four managed care organizations (MCOs):

- Presbyterian Healthcare Services
- Blue Cross Blue Shield of New Mexico
- United Healthcare
- Molina Healthcare

Reference:

Alicia Bernall, Program Manager

2550 Cerrillos Rd., Santa Fe, NM 87505

Phone: (505) 827-4805

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C. Private Pay Clients:

PHC also serves private pay clients who do not qualify for public funding. Service ranges from three hours twice a week to 24-hour care, seven days per week.

Past Experience

PHC brings over 25 years of continuous experience in providing Homemaker, Personal Care, and Respite services throughout Albuquerque.

- **Medicaid Program Provider:** Since 2001
- **AAA Program Provider:** Since 2003
- **Private Pay Program:** Since 2000

All contracts have either been open-ended or renewed annually, demonstrating PHC's reliability and performance excellence.

Prior to PHC's founding, David A. Kaminski managed multiple home care programs at Presbyterian Healthcare Services, including:

- Title XX Program (CYFD)
- HIV/AIDS Medicaid Waiver Program
- Medicare/Medicaid Hospice Program
- EPSDT and Medically Fragile Medicaid Waivers
- Medicare-Certified Home Health Agency
- Private Duty Home Care Division

2.1.3 - Need for Program:

The aging of the U.S. population continues to create significant public health and social-service challenges. By 2030, all baby boomers will be age 65 or older, and adults in this age group will comprise nearly 20 percent of the total population. The number of adults aged 85 and older is projected to triple by 2060 (U.S. Census Bureau, 2017).

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This demographic shift is driving unprecedented demand for non-medical home care, as older adults increasingly seek to maintain independence and remain safely in their homes. At the same time, the prevalence of chronic diseases, mobility limitations, and cognitive impairments such as Alzheimer's disease continues to rise, while institutional care remains costly and often inconsistent with older adults' desire to age in place.

In Albuquerque and across New Mexico, this trend is pronounced. According to the New Mexico Aging and Long-Term Services Department, nearly one in six adults in the state is already age 65 or older, and the population over 75 is growing at more than twice the national rate. However, a significant portion of these residents live on fixed incomes that fall between Medicaid eligibility and the financial threshold for privately funded home care. Locally, the private-pay cost for non-medical in-home services ranges between \$28 and \$32 per hour, making sustained care financially out of reach for many seniors.

Institutionalization rates among older adults further underscore the urgency of this need. Nationally, approximately 1.2 million older Americans reside in nursing homes, and about 40 percent of adults over 65 will spend some time in a long-term-care facility during their lifetime (U.S. Department of Health and Human Services, 2023). In New Mexico, an estimated 3.5 percent of residents age 65 and older live in institutional settings—a figure projected to rise as the state's aging population grows. The annual cost of nursing-home care in the Albuquerque area ranges from \$72,000 to over \$100,000 per person, highlighting both the human and fiscal importance of keeping individuals safely at home whenever possible.

Research demonstrates that access to in-home supportive services directly reduces the likelihood of premature institutionalization. A Centers for Medicare & Medicaid Services (CMS) study found that each additional five hours per month of homemaking or personal-care support reduced the risk of nursing-home placement by roughly 13 percent. Other studies have shown that states investing more heavily in Home- and Community-Based Services (HCBS) achieve 30–40 percent lower nursing-home admission rates among older adults with chronic conditions.

Programs such as the City of Albuquerque's Homemaker, Personal Care, and Respite Services are therefore essential. They bridge the affordability gap for moderate-income seniors, delay institutional placements, and promote physical and emotional well-being.

Expanding and sustaining these programs is critical to supporting independence, preserving dignity, and reducing unnecessary institutionalization. 1st Premier Home Care is proud to partner in this effort by providing high-quality, person-centered care that allows Albuquerque's older adults to remain in the homes and communities they love.

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2.1.4 - Best Practices:

PHC is a licensed home health care agency and is committed to providing the highest quality services available. We care about our customers and our employees and therefore provide the following “best” practices:

- a. **Thorough Assessments:** Before starting care, we meet with every potential client for an in-depth discussion of their care needs. These assessments determine the degree of safety, function and comfort of clients in their homes, and evaluate the need for adaptive equipment and assistive devices. This allows us to decrease the risks of client falls and misuse of medications, improve clients’ accessibility in and around their homes, and keep clients living independently in their home environments for as long as possible. There are several categories that make up a comprehensive home safety evaluation:
 - **Basic Home Safety and Client Safety Issues:** The home should be free of fire, health and safety hazards. PHC provides education and training in the proper operation, maintenance, storage, and cleaning of in-home medical equipment to lower the incidence of infections caused by contaminated equipment, ensuring optimal performance of the equipment. PHC will also provide instruction in fall prevention, the correct lifting and transferring techniques for non-ambulatory clients, and proper administration and storage of medication. PHC will also provide a list of phone numbers to call in emergency situations.
 - **Overall Home Environment:** The set-up of each room will be evaluated for optimal efficiency. The home must be clean and free of excess clutter that can hamper mobility, cause accidental falls, and lead to misplaced supplies. Clients will be notified of risks associated with environmental hazards, such as untethered scatter rugs, poor lighting, slippery floor finishes, and mobile furniture.
 - **Accessibility & Client Mobility:** The client’s accessibility in and out of the home, between rooms, and into the bathroom will be evaluated. His or her mobility will also be assessed. If the client is not ambulatory, a list of checkpoints must be reviewed, such as the width and height of doorways, stairway usage, and carpets that may inhibit mobility, among other factors.

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- **Client/Family Issues:** The client's/family's ability to comprehend instructions will be evaluated. The client's general hygiene must be observed and whether he or she is reliant on others for personal hygiene care. Additionally, any client comments regarding abuse, neglect, lack of care, or any other problems and concerns will be addressed immediately and reported to the proper agency for additional investigation.
- b. **Individualized Care Planning:** After a thorough assessment is completed, our Home Care Manager completes an individualized care plan. A care plan is a document which is a record of needs, actions and responsibilities; a way to manage risk and outline contingency plans so that clients, family members, caregivers and other health professionals know what to do on a daily basis and also in the event of a crisis. A good care plan should be created in consultation with the elderly client, his or her family members, their case manager, and their doctor. PHC's care plans are updated as needed and when the client's condition changes.
- c. **Caregiver Screening:** PHC's intensive system ensures that every caregiver who enters our clients' homes has been screened against the highest background checking system, understands agency policies and procedures, and treats our clients with respect and dignity. We understand that our clients are opening their home to a stranger and entrusting us with the duty of doing the very best we can to find high-quality and trustworthy caregivers. That's why we conduct a thorough State of NM and nation-wide criminal background check on all applicants. They must also complete an intake training and a written exam to ensure they will be able to deliver quality care to our clients.

By the time one of our caregivers greets a client at their door, we have also compiled an extensive file to give our clients greater peace of mind, including but not limited to a valid driver's license or state-issued ID, MVD records, current CPR certifications, current vaccination records, successful completion of our caregiver training course plus an additional twelve hours annually, cultural sensitivity training, hospice training, fire safety training, and training in diseases such as Alzheimer's, diabetes, and heart disease.

- d. **Supervision and Care Oversight:** PHC conducts routine supervisory visits as frequently as necessary to our clients' homes (or via phone call, if necessary) to:
 - a. Evaluate effectiveness of services and overall client satisfaction.

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- b. Update the Care Plan with any changes in the client's condition, living situation, family dynamics, medications, new equipment, health conditions, hospitalizations, pets, home safety issues, scheduling needs, etc.
- c. Supervise the caregiver providing care to the client and determine if the caregiver requires additional training to meet the client's needs, and provide both onsite and in-office training as needed.
- d. Make referrals, if needed. For example, for mental health services, suicide crisis hotline, housing assistance, utility bill payment assistance, case management, social security and/or other benefits, etc.

2.1.5 - Proposed Approach to Tasks:

1st Premier Home Care, Inc. (PHC) proposes to provide all services requested in the solicitation - Homemaker, Personal Care, and Respite Care - in alignment with the Scope of Work outlined by the City of Albuquerque, Department of Family and Community Services, Area Agency on Aging (AAA).

All services will be person-centered, culturally sensitive, and outcome-driven. PHC's approach emphasizes individualized care planning, consistent communication with AAA case managers, and rigorous supervision to ensure high-quality service delivery.

A. Homemaker Services

Objective: To assist clients with Activities of Daily Living (ADLs) that promote independence, cleanliness, comfort, and safety within the home environment.

Scope of Services:

Homemaker staff will perform tasks including, but not limited to:

- **General housekeeping:** vacuuming, dusting, sweeping, mopping, dishwashing, kitchen and bathroom cleaning, and interior window washing.
- **Laundry and linen care:** washing, drying, folding, and changing bed linens.

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- **Meal planning and preparation:** assistance with nutritious meal and snack preparation in accordance with client dietary preferences and restrictions.
- **Organization and home safety:** removing clutter, identifying fall hazards, and assisting with basic home organization to maintain safe mobility pathways.
- **Waste disposal:** taking out household trash and recycling.

Service Delivery Process:

1. **Referral and Assessment:** Upon receipt of the AAA referral, a PHC Home Care Manager will conduct an in-home assessment to confirm the tasks required and align them with the AAA-approved care plan.
2. **Care Plan Development:** A written Homemaker Service Plan will outline the specific duties to be completed, their frequency, and measurable outcomes (e.g., safe and sanitary living environment, client satisfaction).
3. **Scheduling:** PHC's Scheduling Department will match the client with a homemaker based on availability, language preference, and skill compatibility.
4. **Documentation:** Each visit will be recorded on a timesheet including date, time, duration, and tasks completed. Client progress notes will be updated as needed through WellSky and additional communication will be conducted through consultations.
5. **Supervision and Quality Control:** Supervisory visits will occur at least quarterly - or more frequently if needed - to ensure consistency and quality. Client feedback will be solicited during these visits.

Expected Outcomes: Clean, hazard-free home environments that improve client comfort and morale and reduce risk of falls and health hazards.

These outcomes will be evaluated quarterly, as follows:

- Living areas are clean, hygienic, and have no visible dust or dirt. Bathrooms and kitchens are sanitized and odor-free.
- Clothing and linens are clean, dry, and neatly stored. Bed linens are changed regularly and made neatly. Washed items have no odors or visible stains.
- Clients' meals align with their dietary requirements/preferences, are nutritious and balanced, are prepared safely, and are enjoyable.

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- The home is free from clutter and tripping hazards. Safe mobility pathways are maintained and any potential risks are reported and addressed promptly.
- Both trash and recycling bins are regularly emptied, with no remaining odor or overflow.

B. Personal Care Services

Objective: To provide assistance with Activities of Daily Living (ADLs) that support personal hygiene, mobility, and physical well-being, allowing clients to remain safely and comfortably in their homes.

Scope of Services:

Personal Care Attendants (PCAs) will assist clients with the following:

- **Hygiene and Grooming:** Bathing (bed, shower, or tub), shampooing, oral care, nail and skin care, shaving, and dressing assistance.
- **Toileting Assistance:** Support with toileting, incontinence care, and catheter or peri-care as indicated in the care plan.
- **Mobility and Transfers:** Assistance with walking, use of mobility aids (walkers, wheelchairs), transfers, turning, and positioning.
- **Medication Reminders:** Prompting clients to take medications as prescribed (without direct medication administration).
- **Meal Assistance:** Preparing light meals, encouraging fluid intake, and assisting with feeding when necessary.
- **Monitoring and Reporting:** Observing and documenting changes in client condition, appetite, mood, or functional ability.

Service Delivery Process:

1. **Initial Visit and Orientation:** The assigned PCA will be introduced to the client by a PHC supervisor to ensure a comfortable transition and review the care plan in detail.
2. **Care Implementation:** Services will be delivered according to the AAA-approved care plan and adjusted as client needs evolve.
3. **Safety and Dignity:** All care will be provided respectfully, preserving the client's dignity, privacy, and autonomy at all times.

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4. **Documentation:** Each visit will be recorded on a timesheet including date, time, duration, and tasks completed. Client progress notes will be updated as needed through WellSky and additional communication will be conducted through consultations.
5. **Communication:** Any observed changes in health status, safety risks, or care needs are reported immediately to the PHC Home Care Manager and AAA case manager.
6. **Supervisory Oversight:** Supervisory visits and skills evaluations are conducted monthly for new staff and at least quarterly for ongoing caregivers.

Expected Outcomes: Our clients have improved hygiene and self-esteem, in addition to reduced hospitalizations and emergency incidents. Our clients should feel an increased sense of independence and contentedness with life.

These outcomes will be evaluated quarterly, as follows:

- Client is clean and well-groomed, with no skin irritation, allowing the client to feel dignified and comfortable.
- Toileting: Client remains clean, dry, and free from skin irritation. Proper hygiene and dignity are maintained during toileting. Incontinence products used and disposed of appropriately. Any identified urinary tract infections are promptly addressed.
- Client is able to move safely and maintain functional mobility, as per their care plan. Any risks of falls are minimized.
- Client is taking their medications as scheduled, with any missed or delayed doses minimized. Medication refusal or side effects are properly reported.
- Client receives nutritious meals suited to their dietary needs, maintain proper hydration and calorie intake, and enjoy their meals.
- Changes in health or behavior are identified, reported, and addressed. Consistent communication between the caregivers and supervisors allows any issues to be addressed as soon as possible.

C. Respite Care Services

Objective: To provide temporary relief to family caregivers by ensuring the care recipient's safety, supervision, and companionship during the caregiver's absence.

Scope of Services:

Respite Care services are designed to maintain the client's well-being and safety while providing emotional support and companionship. Services may include:

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- **Supervision:** Monitoring the client to ensure safety and prevent wandering or falls.
- **Companionship:** Engaging in conversation, recreational activities, or cognitive stimulation exercises to promote social interaction.
- **Basic Assistance:** Providing light assistance with ADLs such as toileting, feeding, or mobility (as authorized in the care plan).
- **Observation and Reporting:** Monitoring the client's mood, behavior, and condition, and reporting any significant changes to PHC management.
- **Emotional Support for Families:** Offering guidance and reassurance to caregivers regarding care transitions, resources, and stress management.

Service Delivery Process:

1. **Caregiver Relief Coordination:** Scheduling is done collaboratively with the family caregiver to ensure coverage during periods of rest, errands, or emergencies.
2. **Client Orientation:** Prior to initiating respite services, PHC staff meet with the family caregiver to review the client's routine, preferences, medications, and safety precautions.
3. **Continuity of Care:** Whenever possible, the same respite caregiver will serve the client to promote consistency and trust.
4. **Documentation:** Each visit will be recorded on a timesheet including date, time, duration, and tasks completed. Client progress notes will be updated as needed through WellSky and additional communication will be conducted through consultations.
5. **Evaluation:** The Home Care Manager contacts the family caregiver after the first few respite visits to assess satisfaction and make any necessary adjustments.

Expected Outcomes: Caregiver stress and burnout is reduced. The clients' safety and emotional well-being are improved, and family stability is strengthened. This should help to ensure reduced premature institutional placement.

These outcomes will be evaluated quarterly, as follows:

- Client remains safe and free from injury or wandering incidents. Their environment is hazard-free and conducive to safe mobility.

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- Client demonstrates engagement, improved mood, and/or decreased isolation. Social and recreational activities are implemented as per care plan, with emotional well-being and mental stimulation being promoted.
- Client comfort, dignity, and independence are maintained while receiving safe and respectful assistance with their ADLs, as outlined in their care plan.
- Changes in the client's mood or condition are detected and reported early to ensure that any necessary changes to their care plan are made proactively.
- Families feel informed, supported, and confident in the care process. Primary caregiver stress is reduced.

General Service Standards Across All Categories

All services will begin within two business days of referral and no later than four business days. Clients are matched with regular caregivers to ensure continuity of care. PHC also maintains open lines of communication with AAA case managers, family caregivers, and clients at all times, and WellSky is utilized to preserve communications. All visit records are completed the same day of service and retained in the client's permanent file. Services are delivered with sensitivity to cultural, linguistic, and religious diversity. Caregivers are trained to identify emergencies and follow PHC's established emergency communication protocol.

Quality and Compliance Measures:

- Caregivers receive hands-on training in body mechanics, infection control, and emergency response.
- Each PCA maintains current CPR/First Aid certification and participates in annual skills verification.
- Client satisfaction and care effectiveness are measured semi-annually through surveys and quality audits.

2.1.6 - Management Summary:

Leadership Team:

- **David A. Kaminski, M.H.A. - President & CEO**
David has over 37 years of experience in home health care. He has a Master's degree in Health Care Administration and has worked for both not-for-profit and for-profit home

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care agencies. Currently, David oversees all operations of the company, including but not limited to: Board of Directors, contract management, service delivery, case management, business services, human resources, quality management, marketing and staff training. *(Attachment A)*

- **David Garcia - HR & Quality Manager**

David has over 23 years of experience working in the business office, human resources and quality management departments of home care agencies. He has a B.S. degree in Psychology with a minor in Statistics. Currently, he is responsible to manage both the human resources department and the quality assurance department and is responsible to ensure compliance with all laws and regulations. He conducts audits and implements improvement plans. David reports directly to agency President & CEO. *(Attachment B)*

- **Donna Blea - Home Care Manager (Clients)**

Donna has worked as a Home Care Manager and Field Supervisor since 2011. She oversees client admissions, client concerns, in-home supervisors, client discharges, assessments and care planning. Donna is the primary contact person for Area Agency on Aging (AAA) employees. She is available to assist them with all issues related to admission, discharge, care planning, scheduling, etc. on referred clients. Donna reports directly to the agency President & CEO. *(Attachment C)*

- **Tanisha Owens - Home Care Manager (Caregivers)**

Tanisha has over 20 years of experience working with the elderly as a caregiver, CNA, Field Supervisor, Training Coordinator and as a Caregiver Supervisor. Currently, she oversees caregiver training, caregiver performance and scheduling, including PHC's after-hours program. Tanisha reports directly to agency President & CEO. *(Attachment D)*

- **Joshua Kaminski - Business Office Manager**

Joshua has over 12 years of experience working in home care billing and payroll. Currently, he is responsible for all payroll and billing functions, including the preparation and submission of invoices to the City of Albuquerque. AAA staff may contact Joshua with any billing issues / questions. Joshua reports directly to the agency President & CEO.

2.1.7 - Monitoring and Evaluation Plan:

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A Quality Assurance (QA) Plan is operative at PHC that specifies the methodology by which PHC monitors and manages the care provided to all clients. The plan provides for ongoing comprehensive, self-assessment of all care delivery activities. PHC acknowledges and emphasizes that quality activities/initiatives are management driven and client focused, with the assumption that responsibility for “quality” belongs at all levels of the organization. In addition to supporting compliance with regulatory and certification bodies, the PHC Quality Management Program provides the linkage necessary for integration and continuous improvement in operational, administrative, and client service activities. By focusing on continuous improvement, with the goal of achieving optimal client, and customer outcomes and satisfaction, PHC’s vision, values, and mission is promoted and strengthened.

Following is the quality management plan that is currently in place for our clients funded by the City of Albuquerque:

a. A phone call is made to all clients after the first home care visit to determine client satisfaction and if a good client-caregiver match has been made. If any issues are identified, a meeting is scheduled with the employee. If employee performance is an issue, disciplinary action follows company policies and procedures. If the employee and client are not compatible, a new employee is assigned.

b. Supervisory visits are conducted in the clients’ homes every 30 days to review the care plan, identify changes, make updates and monitor quality of care and client satisfaction. Any changes or concerns will immediately be reported to the client’s Case Manager. Changes may include environmental, economic, health, intellectual or functional status. These visits will be completed via phone, if necessary, due to any public health risks or outstanding circumstances.

c. Client files are audited in-house quarterly to determine adequacy and appropriateness of the Care Plan and compliance with administrative and care delivery standards. Results are reported to the Board of Directors and the Quality Committee.

d. Semi-annual client satisfaction surveys are mailed to all clients, with a report on results from services presented to PHC’s Board of Directors and Quality Committee.

e. PHC’s Quality Management Department provides a summary of incident reports to the CEO for management review and action as appropriate. The report is also submitted to PHC’s Board of Directors and Quality Committee.

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f. A “missed visit” report is reviewed daily by the Scheduling Supervisor to ensure that all clients receive visits as scheduled. If the report indicates that a client missed a visit, the Scheduling Supervisor researches and document results. Communication is maintained with the client’s Case Managers regarding all schedule changes (client hospitalized, out of town, refused care, etc.).

g. Client re-assessments are conducted annually to update all paperwork, ensure appropriate care delivery, client safety, and appropriate level of care. Any concerns will be communicated to the client’s Case Manager.

Criminal Background Checks

PHC works with the New Mexico Department of Health (DOH) on determining eligibility for caregiver applicants. Specifically, all employees are fingerprinted and the DOH conducts a nationwide criminal background investigation. The DOH then mails PHC the results of the investigation via a letter indicating if the employee is eligible to work or not. PHC does not employ individuals who have not passed a criminal background investigation.

Records are maintained in individual employee files located in the Human Resources office.

2.1.8 - Service Delivery, Training, and Recordkeeping:

A. Referrals:

The AAA refers clients to PHC via the SAMS Client Management program. This referral outlines the frequency and duration that services are needed, demographic information about the client, level of care required, number of hours per week, and a Care Plan that lists services to be provided to the client. The referral is forwarded to the PHC Manager who makes a home visit and completes the required PHC admission paperwork with the client. Upon returning to the office, the Manger gives a copy of the Care Plan to a Scheduling Coordinator. The Scheduling Coordinator, upon receipt of the referral form, logs the referral and immediately begins searching the employee database for available staff that meets the qualifications outlined on the referral form. After an employee is selected, the Scheduling Coordinator contacts the client and/or family to let them know who is coming and confirms the date and time of the visit. The City Case Manager is also notified that the case has been scheduled.

Services will generally begin within two working days and will not exceed four working days from the date of the referral case plan. PHC will notify the AAA Case Manager when services

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begin. If the services cannot be delivered within the specified time period, PHC will immediately notify the Case Management Program via a telephone call, indicating the reason for not starting the services.

B. Training:

PHC is a licensed home health agency and follows the training requirements as issued by the New Mexico Department of Health, Licensing and Certification Bureau. Specifically, before providing care to a client, PHC's caregivers attend a 12-hour training class that includes, but is not limited to:

- Agency policies and procedures
- How to perform safe transfers including the use of transfer belts and hoist lifts
- Assistance with personal care including total personal care
- Housekeeping and bed making
- Nutrition including meal planning and special diets
- Incident management including Adult Protective Services required reporting
- Fraud and Abuse
- Cultural Sensitivity
- Back safety and proper lifting techniques
- Ambulation assistance, wheelchairs and walkers
- Catheter and peri-care
- Hospice philosophy and caring for dying clients
- Alzheimer's disease and dementia care, including behavioral manifestations and intervention techniques
- Overview of various chronic diseases

After completion of the training class, the students must pass both a written test plus demonstrate skills to the instructor. If they successfully pass both tests, they are then certified in CPR and First Aid. Going forward, the employees will receive at least twelve hours of additional training annually.

C. Recordkeeping:

Caregivers are required to document all services provided on a progress note. The information required includes: Client name, date of home care services, the time the services began and ended, the tasks completed, and a signature from both the client and caregiver.

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A monthly compilation of all home care visits is submitted to the Area Agency on Aging along with the monthly invoice in a format pre-approved by the Area Agency on Aging. Progress notes are maintained in each individual client's file located in PHC's Medical Records Department. PHC also has an extensive accounting system in place for budgeting, payroll, billing, accounts receivables and payables, financial reporting, tax reporting and auditing. Personnel files are maintained on all employees and meet all laws and regulations. Routine audits are conducted to ensure compliance with laws and regulations and completion of files. Client files are maintained on all clients and includes assessments, care plans, visit records, and all other documentation legally required. Routine audits are conducted to ensure compliance with laws and regulations and completion of files.

2.1.9 – Limitations:

The home care industry continues to face caregiver shortages following the pandemic. PHC has implemented aggressive recruitment and retention strategies, including sign-on bonuses, increased wages, and enhanced benefits. Staffing levels are improving steadily, and PHC remains fully committed to meeting service obligations and supporting the City's aging population. As an agency, we strive to continue to deliver quality care to our clients and are optimistic about the future and look forward to continuing to serve our community.

Submitted by:

David A. Kaminski, M.H.A.

President & Chief Executive Officer

1st Premier Home Care, Inc.

Date: October 14, 2025

Attachment A
David A. Kaminski
6216 Basil Pl, NW
Albuquerque, NM 87120
Mobile Phone: (505) 301-1747
Email: Dave.Kam@yahoo.com

QUALIFICATIONS

Senior manager with extensive experience in multi-million dollar company operations, which includes creating, building, managing, re-engineering and downsizing departments and systems. Skilled in evaluating department functions and activities, developing operating policies and strategic plans, contracting, budgeting, regulatory compliance, and staff supervision. Possess solid leadership skills, which include strong oral and written communication skills, an ability to motivate teams, and the ability to implement and monitor improvement plans.

WORK HISTORY

2000 – present **Founder, President and Chief Executive Officer, 1st Premier Home Care, Inc.**

Serves as Board President and CEO of a for-profit nonmedical home care agency. Responsible for daily operations, which includes care delivery, workplace safety, contacting, management of human resources, employee training, team building, sales, customer service, strategic planning, quality management and finance. See website: www.premierhc.com

1998 – 2000 **Director of Finance and Administration, Presbyterian Healthcare Services**

Responsible for supervision of patient accounting, finance, contracting, and information systems for Presbyterian's statewide network of home care agencies. Traveled state-wide and conducted audits, training and implemented improvement plans to ensure compliance with regulations. While performing the duties of the Director of Finance, I continued to function as the Director of Private Duty Home Care, working 2 senior executive positions concurrently at Presbyterian Healthcare Services.

1993 – 2000 **Director, Home Healthcare, Private Duty Division, Presbyterian Healthcare Services**

Reported to the CEO with membership on the senior management team. Responsible for management of operations and delivery of home care and case management services to over 1,200 patients per week. Supervised and mentored management team.

1988 – 1993 **Director of Operations, Hospital Home Healthcare and Hospice**

Responsible for supervision of patient accounting, information systems, human resources, customer service, grant writing, contracting, finance, compliance program and overall operations for a Medicare certified agency, a hospice program and a private duty department.

EDUCATION

1998 Master's degree in Health Care Administration (MHA), Chapman University.

1988 Bachelor's degree in Management of Human Resources (BHR), Spring Arbor College.

Attachment B
David J. Garcia
6423 Avenida Seville, NW
Albuquerque, NM 87114
Mobile Phone: (505) 301-9243

QUALIFICATIONS

Dedicated, hard working professional seeks a position with a progressive company that offers an opportunity for professional growth. A self-starter who possesses outstanding judgment, analytical, communication, customer service and decision-making skills.

WORK HISTORY

- 2002 – present **Manager, Human Resources and Quality Assurance, 1st Premier Home Care, Inc., Albuquerque, NM**
Senior Manager with responsibility for Human Resources and Quality Assurance Departments. Supervise hiring, personnel records, workers' compensation program, safety program and subpoenas. Also conduct chart audits to ensure compliance with program regulations, create improvement plans and monitor for compliance.
- 2000-2002 **Associate Area Manager, RGIS Inventory Specialists, Albuquerque, NM**
On-site supervision of auditors to include coordination of workflow, assignment of responsibility, monitoring of work performance, new employee training and quality assurance. Analyze, reconcile and balance store inventories. Identify deficiencies and make recommendations for improvement. Communicate with store managers to ensure successful outcome of audits.
- 1983-2000 **Team Supervisor, RGIS Inventory Specialists, Albuquerque, NM**
On-site supervision of auditors to include coordination of workflow, assignment of responsibility, monitoring of work performance, new employee training and quality assurance. Analyze, reconcile and balance store inventories.
- 1980 – 1983 **Auditor, RGIS Inventory Specialists, Albuquerque, NM**
Performed physical inventories and data entered by touch inventory information into computer system.

EDUCATION

- 1992 Bachelor of Science, Psychology; Minor in Statistics
University of New Mexico
- 1983 High School Diploma
Manzano High School (ranked 28th in graduating class)

Attachment C

Donna Blea

2500 Rosswood Dr., SE
Rio Rancho, NM 87124

OBJECTIVE

Experienced manager seeks a full-time position with a social services or health care company that offers an opportunity for professional growth.

WORK HISTORY

- 11/13 – present *Home Care Manager - Clients, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.*
Responsible for case management and service delivery. Conduct client admissions, create care plans, monitor services, prepare incident reports, communicate schedules and concerns with families and referral sources. Supervise field supervisors and scheduling department. Assist with recruitment and retention of caregivers and employee recognition programs.
- 12/11 -11/13 *Field Supervisor, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Provided in-home supervision of caregivers. Monitored services to ensure compliance with care plans, provided in-home training to caregivers when needed, ensured the home was clean and the client was well cared for, including interviewing the client about the caregiver and the services rendered. Reported concerns to supervisor and made reports to Adult Protective Services when appropriate.
- 11/10 – 12/11 *Home Care Aide, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Provided in-home care to disabled and elderly clients with assistance with activities of daily living, such as: bathing, dressing, feeding, housekeeping, meal preparation, errand running, medication reminders, and bed making.

EDUCATION

- November, 2010 Completed Nationally approved Hom Care Aide certification course at Premier Home Care
- June, 1979 High School Diploma, West Mesa High School, Albuquerque, NM

Attachment D

Tanisha Owens

3003 Transport St., S.E.
Albuquerque, NM 87106

OBJECTIVE

Dedicated, hard-working CNA / Caregiver seeks a full-time position with a progressive company that offers an opportunity for professional growth.

WORK HISTORY

- 11/11/13 – present *Home Care Manager - Caregivers, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.*
Provide direct supervision of Home Care Aides. Communicate organization needs, oversee employees' performance, provide guidance, support, identify development needs, and manage the reciprocal relationship between staff and the organization so that each is successful.
- 8/6/08-11/10/13 *Scheduling Supervisor, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Supervised the scheduling of Home Care Aides to provide in-home services to agency clients per established care plan and schedules. Ensure all clients receive a caregiver, communicate with clients and Home Care Aides about schedules and changes in a timely fashion. Document all scheduling issues in computerized scheduling program.
- 4/25/07 – 8/5/08 *Home Care Aide / CNA, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Provided in-home care to disabled and elderly clients with assistance with activities of daily living, such as: bathing, dressing, feeding, housekeeping, meal preparation, errand running, medication reminders, and bed making.
- 10/2/05 – 4/24/07 *Princeton Place, 500 Louisiana Blvd., Albuquerque, NM.* Provided nursing home patients with total care, including transferring to commodes, bed, shower; bathing and total personal care; room cleaning and medications.

EDUCATION

- July, 2003 CNA certification – completed training at Princeton Place.

APPENDIX A COST PROPOSAL SERVICE RATE

Identify the per unit (hour) reimbursement rate for services to be provided, and any maximum and minimum number of units per year.

Rate shall include any applicable gross receipts taxes, overhead and profits and shall constitute full and complete compensation for the successful Offeror's services under this proposal. If separate rates are required for services based on factors such as service location in Bernalillo County, service type or other factors, please identify each rate and explain in the Service Rate Justification section.

SERVICE CATEGORY	RATE(S) PER HOUR	SERVICE BLOCK TO PROVIDE SERVICES	
		Max. # of Hours per Year Proposed	Min. # of Hours per Year Proposed
<u>Homemaker/Personal Care/Respite Services</u>	\$25	2,600	2,100

- A. Days services are available (i.e. Monday-Sunday) Monday - Saturday
- B. Hours services are available 8:00 AM - 5:00 P.M.

SERVICE RATE JUSTIFICATION

Provide a Service Rate Justification for each Service Rate identified. The intent of the justification is to identify the cost breakdown basis used in establishing the reimbursement rate with respect to services proposed. Include the rationale used in developing cost components noted in Part 2 Section 2.3 Cost Proposal. Provide a cost breakdown for the activities described in Part 3 Scope of Services indicating the cost of pricing details by task if applicable. Additionally, indicate how the reimbursement rate proposed is necessary and reasonable to accomplish the Scope of Services.

Time associated with arranging for services or monitoring client progress is not billable as service hours. Costs associated with arranging for services or monitoring client progress should be included in the unit cost for services.

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2.2.3: Justification for Requested Reimbursement Rate of \$25/hr

The requested reimbursement rate of \$25/hr for Homemaker, Personal Care, and Respite services is based on the need to adequately cover both the direct costs of caregiver compensation and the indirect administrative/overhead costs required to maintain high-quality service in the current economic environment **(please refer to the attached budget for details related to these direct and indirect costs)**.

1. Direct Caregiver Expenses

The largest portion of the requested rate will be allocated to direct caregiver wages and benefits. To recruit qualified and dependable caregivers, competitive compensation is essential. The Albuquerque market has seen significant increases in hourly wage expectations driven by rising minimum wage requirements, increased competition with hospitals, assisted living facilities, and national home care chains, and escalating costs of transportation, fuel, and insurance.

These wage pressures make it necessary to offer higher base pay rates and retention incentives in order to maintain workforce stability and ensure our clients are staffed with reliable, dedicated caregivers.

2. Administrative and Operational Overhead

In addition to direct labor, the reimbursement rate must account for the administrative infrastructure required to enable compliance and reliable care. This includes:

- Scheduling and coordination services
- Employee training
- Quality assurance and supervisory oversight
- Client intake, assessment, and care plan documentation
- Payroll processing and billing
- Maintaining required liability and workers' compensation insurance

These operational functions are critical to maintain compliance with city and state regulations and ensure caregiver competency while protecting our clients. Industry standards indicate that overhead typically ranges between 25 percent and 35 percent of direct service costs.

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3. Inflation and Market Conditions

The current service environment is seeing persistent inflation in labor and overhead expenses. Rising costs include:

- Employer contributions to payroll taxes and insurance
- Background checks
- Supplies and equipment

Adjustments to reimbursement rates reflecting these market realities are necessary to ensure that agencies will be capable of maintaining qualified staff and meeting contractual service demands.

In summary, this proposed reimbursement rate reflects the current cost of care in an ever-changing market, covering the costs of direct caregiver compensation, administrative overhead, and operational expenses. This rate will ensure that our agency can continue to provide safe, reliable care for our Homemaker, Respite, and Personal Care Service clients while maintaining the necessary quality and compliance standards in the city of Albuquerque.

Premier Home Healthcare
FY2026 Budget

	TOTAL	CITY REVENUE
	-	-
Client Service Revenue	2,366,788	89,668
PCS Directed Admin Fee	100,000	0
	-	-
Total Client Service Revenue	2,466,788	89,668
	-	-
<u>Direct Expenses:</u>		
Salaries	1,543,455	58,485
Benefits	223,647	8,474
Mileage Reimbursement	11,150	0
Bad Debt Provision	1,733	0
	-	-
Total Direct Expenses	1,779,984	66,959
	-	-
Gross Margin	686,804	22,708
	-	-
Gross Margin %	28%	25%
	-	-
<u>Indirect Expenses:</u>		
Salaries	458,042	
Benefits	52,812	
Advertising	1,000	
CPR Instructor	2,784	

Meals & Entertainment	1,000		
Dues & Subscriptions	3,000		
CPR Instructor	2,784		
Health, Dental, Life, Disability	41,000		
IRA (employer match)	15,600		
Credit Card Processing Fees	4,093		
Fingerprinting for CB Checks	3,708		
Insurance (liability) + Qtrly			
W/C Assessment Fee	74,400		
Computer Support	3,366		
Driver Histroy Reports	710		
Office Supplies/Gloves /			
Masks	12,000		
Postage	0		
Professional Fees (Accting &			
Legal)	6,000		
Recruitment	4,000		
Rent	30,000		
Telephone	11,500		
	-	-	
Total Indirect Expenses	727,799		0
Allocation of Indirect Costs	0		27,378
	0		
	0		0
	-	-	
	727,799		27,378
	-	-	
Net Income (Loss)	(40,995)		(4,670)
	=	=	

NET INCOME / PATIENT SERVICE REV	-1.66%	-5.21%
TOTAL DIRECT & INDIRECT EXPENSES	2,507,783	66,959
INDIRECT COST ALLOCATION		
Billable Visits	29,774	1,287
Billable Hours	115,940	3,860
Paid Hours	117,111	3,899
FTE's	56.30	1.87
# Visiting Employees Required avg 20/hr	113	3.75
Productivity Percentage		99%
Average Mileage per Visit		0.0
Mileage Billed per Visit		0
Bad Debt Percentage	0.07%	0.00%
Average Hourly Rate	13.75	15.00

Average Charge per Billable Hour	20.76	23.23
Average Length of Visit	3.89	3.00

BudgetFY2026

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2.1 Technical Proposal – Service B: Personal Care Services

2.1.1 - Offeror Identification:

Offeror: 1st Premier Home Care, Inc. (PHC)

4411 McLeod Rd. NE, Suite G

Albuquerque, NM 87109

Nature of Organization: S-Corporation

Subcontractors: PHC does not utilize subcontractors.

Authorized Representative:

David A. Kaminski, M.H.A.

President & Chief Executive Officer

Phone: (505) 271-2120

Email: premierhhcare@aol.com

Assurances:

- **Compliance with All Laws:** PHC complies fully with all laws and regulations referenced in Solicitation No. RFP-2025-727-YFS-FS. Routine internal audits ensure ongoing adherence to all applicable state and federal requirements.
 - **Acceptance of Contract Terms:** PHC agrees to all Terms and Conditions of the Draft Agreement, with no exceptions.
 - **Receipt of Addenda:** Confirmed - downloaded October 14, 2025.
 - **Insurance Coverage:** PHC maintains all required insurance, including general and professional liability, automobile liability, and workers' compensation.
-

2.1.2 - Experience:

Current Experience

1st Premier Home Care, Inc. (PHC) is a licensed non-medical home care agency, serving the greater Albuquerque area since 2000. Licensed by the New Mexico Department of Health, PHC's

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mission is to provide high-quality, compassionate home care services that promote independence, dignity, and safety for elderly and disabled adults in their homes.

Since inception, PHC has:

- Served over 3,600 individuals, and
- Delivered more than 2,550,000 hours of in-home care.

Current Contracts Include:

A. City of Albuquerque – Area Agency on Aging (AAA):

PHC has been contracted with the City of Albuquerque's Department of Family and Community Services since 2003 to provide Homemaker, Personal Care, and Respite Services. PHC currently serves 28 AAA clients per month.

- **Program Manager:** David A. Kaminski, M.H.A., President & CEO
- **Experience:** Over 37 years managing home care programs in Albuquerque, including serving as Director of Private Duty Home Care at Presbyterian Healthcare Services before founding PHC in 2000.
- **Reference:** Resume attached as *Attachment A*.

B. Medicaid Personal Care Services (PCS):

PHC has been a Medicaid PCS provider since 2001, serving approximately 61 clients per month under contracts with the New Mexico Aging and Long-Term Services Department and all four managed care organizations (MCOs):

- Presbyterian Healthcare Services
- Blue Cross Blue Shield of New Mexico
- United Healthcare
- Molina Healthcare

Reference:

Alicia Bernall, Program Manager

2550 Cerrillos Rd., Santa Fe, NM 87505

Phone: (505) 827-4805

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C. Private Pay Clients:

PHC also serves private pay clients who do not qualify for public funding. Service ranges from three hours twice a week to 24-hour care, seven days per week.

Past Experience

PHC brings over 25 years of continuous experience in providing Homemaker, Personal Care, and Respite services throughout Albuquerque.

- **Medicaid Program Provider:** Since 2001
- **AAA Program Provider:** Since 2003
- **Private Pay Program:** Since 2000

All contracts have either been open-ended or renewed annually, demonstrating PHC's reliability and performance excellence.

Prior to PHC's founding, David A. Kaminski managed multiple home care programs at Presbyterian Healthcare Services, including:

- Title XX Program (CYFD)
- HIV/AIDS Medicaid Waiver Program
- Medicare/Medicaid Hospice Program
- EPSDT and Medically Fragile Medicaid Waivers
- Medicare-Certified Home Health Agency
- Private Duty Home Care Division

2.1.3 - Need for Program:

The aging of the U.S. population continues to create significant public health and social-service challenges. By 2030, all baby boomers will be age 65 or older, and adults in this age group will comprise nearly 20 percent of the total population. The number of adults aged 85 and older is projected to triple by 2060 (U.S. Census Bureau, 2017).

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This demographic shift is driving unprecedented demand for non-medical home care, as older adults increasingly seek to maintain independence and remain safely in their homes. At the same time, the prevalence of chronic diseases, mobility limitations, and cognitive impairments such as Alzheimer's disease continues to rise, while institutional care remains costly and often inconsistent with older adults' desire to age in place.

In Albuquerque and across New Mexico, this trend is pronounced. According to the New Mexico Aging and Long-Term Services Department, nearly one in six adults in the state is already age 65 or older, and the population over 75 is growing at more than twice the national rate. However, a significant portion of these residents live on fixed incomes that fall between Medicaid eligibility and the financial threshold for privately funded home care. Locally, the private-pay cost for non-medical in-home services ranges between \$28 and \$32 per hour, making sustained care financially out of reach for many seniors.

Institutionalization rates among older adults further underscore the urgency of this need. Nationally, approximately 1.2 million older Americans reside in nursing homes, and about 40 percent of adults over 65 will spend some time in a long-term-care facility during their lifetime (U.S. Department of Health and Human Services, 2023). In New Mexico, an estimated 3.5 percent of residents age 65 and older live in institutional settings—a figure projected to rise as the state's aging population grows. The annual cost of nursing-home care in the Albuquerque area ranges from \$72,000 to over \$100,000 per person, highlighting both the human and fiscal importance of keeping individuals safely at home whenever possible.

Research demonstrates that access to in-home supportive services directly reduces the likelihood of premature institutionalization. A Centers for Medicare & Medicaid Services (CMS) study found that each additional five hours per month of homemaking or personal-care support reduced the risk of nursing-home placement by roughly 13 percent. Other studies have shown that states investing more heavily in Home- and Community-Based Services (HCBS) achieve 30–40 percent lower nursing-home admission rates among older adults with chronic conditions.

Programs such as the City of Albuquerque's Homemaker, Personal Care, and Respite Services are therefore essential. They bridge the affordability gap for moderate-income seniors, delay institutional placements, and promote physical and emotional well-being.

Expanding and sustaining these programs is critical to supporting independence, preserving dignity, and reducing unnecessary institutionalization. 1st Premier Home Care is proud to partner in this effort by providing high-quality, person-centered care that allows Albuquerque's older adults to remain in the homes and communities they love.

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2.1.4 - Best Practices:

PHC is a licensed home health care agency and is committed to providing the highest quality services available. We care about our customers and our employees and therefore provide the following “best” practices:

- a. **Thorough Assessments:** Before starting care, we meet with every potential client for an in-depth discussion of their care needs. These assessments determine the degree of safety, function and comfort of clients in their homes, and evaluate the need for adaptive equipment and assistive devices. This allows us to decrease the risks of client falls and misuse of medications, improve clients’ accessibility in and around their homes, and keep clients living independently in their home environments for as long as possible. There are several categories that make up a comprehensive home safety evaluation:
 - **Basic Home Safety and Client Safety Issues:** The home should be free of fire, health and safety hazards. PHC provides education and training in the proper operation, maintenance, storage, and cleaning of in-home medical equipment to lower the incidence of infections caused by contaminated equipment, ensuring optimal performance of the equipment. PHC will also provide instruction in fall prevention, the correct lifting and transferring techniques for non-ambulatory clients, and proper administration and storage of medication. PHC will also provide a list of phone numbers to call in emergency situations.
 - **Overall Home Environment:** The set-up of each room will be evaluated for optimal efficiency. The home must be clean and free of excess clutter that can hamper mobility, cause accidental falls, and lead to misplaced supplies. Clients will be notified of risks associated with environmental hazards, such as untethered scatter rugs, poor lighting, slippery floor finishes, and mobile furniture.
 - **Accessibility & Client Mobility:** The client’s accessibility in and out of the home, between rooms, and into the bathroom will be evaluated. His or her mobility will also be assessed. If the client is not ambulatory, a list of checkpoints must be reviewed, such as the width and height of doorways, stairway usage, and carpets that may inhibit mobility, among other factors.

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- **Client/Family Issues:** The client's/family's ability to comprehend instructions will be evaluated. The client's general hygiene must be observed and whether he or she is reliant on others for personal hygiene care. Additionally, any client comments regarding abuse, neglect, lack of care, or any other problems and concerns will be addressed immediately and reported to the proper agency for additional investigation.
- b. **Individualized Care Planning:** After a thorough assessment is completed, our Home Care Manager completes an individualized care plan. A care plan is a document which is a record of needs, actions and responsibilities; a way to manage risk and outline contingency plans so that clients, family members, caregivers and other health professionals know what to do on a daily basis and also in the event of a crisis. A good care plan should be created in consultation with the elderly client, his or her family members, their case manager, and their doctor. PHC's care plans are updated as needed and when the client's condition changes.
- c. **Caregiver Screening:** PHC's intensive system ensures that every caregiver who enters our clients' homes has been screened against the highest background checking system, understands agency policies and procedures, and treats our clients with respect and dignity. We understand that our clients are opening their home to a stranger and entrusting us with the duty of doing the very best we can to find high-quality and trustworthy caregivers. That's why we conduct a thorough State of NM and nation-wide criminal background check on all applicants. They must also complete an intake training and a written exam to ensure they will be able to deliver quality care to our clients.

By the time one of our caregivers greets a client at their door, we have also compiled an extensive file to give our clients greater peace of mind, including but not limited to a valid driver's license or state-issued ID, MVD records, current CPR certifications, current vaccination records, successful completion of our caregiver training course plus an additional twelve hours annually, cultural sensitivity training, hospice training, fire safety training, and training in diseases such as Alzheimer's, diabetes, and heart disease.

- d. **Supervision and Care Oversight:** PHC conducts routine supervisory visits as frequently as necessary to our clients' homes (or via phone call, if necessary) to:
 - a. Evaluate effectiveness of services and overall client satisfaction.

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- b. Update the Care Plan with any changes in the client's condition, living situation, family dynamics, medications, new equipment, health conditions, hospitalizations, pets, home safety issues, scheduling needs, etc.
- c. Supervise the caregiver providing care to the client and determine if the caregiver requires additional training to meet the client's needs, and provide both onsite and in-office training as needed.
- d. Make referrals, if needed. For example, for mental health services, suicide crisis hotline, housing assistance, utility bill payment assistance, case management, social security and/or other benefits, etc.

2.1.5 - Proposed Approach to Tasks:

1st Premier Home Care, Inc. (PHC) proposes to provide all services requested in the solicitation - Homemaker, Personal Care, and Respite Care - in alignment with the Scope of Work outlined by the City of Albuquerque, Department of Family and Community Services, Area Agency on Aging (AAA).

All services will be person-centered, culturally sensitive, and outcome-driven. PHC's approach emphasizes individualized care planning, consistent communication with AAA case managers, and rigorous supervision to ensure high-quality service delivery.

A. Homemaker Services

Objective: To assist clients with Activities of Daily Living (ADLs) that promote independence, cleanliness, comfort, and safety within the home environment.

Scope of Services:

Homemaker staff will perform tasks including, but not limited to:

- **General housekeeping:** vacuuming, dusting, sweeping, mopping, dishwashing, kitchen and bathroom cleaning, and interior window washing.
- **Laundry and linen care:** washing, drying, folding, and changing bed linens.

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- **Meal planning and preparation:** assistance with nutritious meal and snack preparation in accordance with client dietary preferences and restrictions.
- **Organization and home safety:** removing clutter, identifying fall hazards, and assisting with basic home organization to maintain safe mobility pathways.
- **Waste disposal:** taking out household trash and recycling.

Service Delivery Process:

1. **Referral and Assessment:** Upon receipt of the AAA referral, a PHC Home Care Manager will conduct an in-home assessment to confirm the tasks required and align them with the AAA-approved care plan.
2. **Care Plan Development:** A written Homemaker Service Plan will outline the specific duties to be completed, their frequency, and measurable outcomes (e.g., safe and sanitary living environment, client satisfaction).
3. **Scheduling:** PHC's Scheduling Department will match the client with a homemaker based on availability, language preference, and skill compatibility.
4. **Documentation:** Each visit will be recorded on a timesheet including date, time, duration, and tasks completed. Client progress notes will be updated as needed through WellSky and additional communication will be conducted through consultations.
5. **Supervision and Quality Control:** Supervisory visits will occur at least quarterly - or more frequently if needed - to ensure consistency and quality. Client feedback will be solicited during these visits.

Expected Outcomes: Clean, hazard-free home environments that improve client comfort and morale and reduce risk of falls and health hazards.

These outcomes will be evaluated quarterly, as follows:

- Living areas are clean, hygienic, and have no visible dust or dirt. Bathrooms and kitchens are sanitized and odor-free.
- Clothing and linens are clean, dry, and neatly stored. Bed linens are changed regularly and made neatly. Washed items have no odors or visible stains.
- Clients' meals align with their dietary requirements/preferences, are nutritious and balanced, are prepared safely, and are enjoyable.

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- The home is free from clutter and tripping hazards. Safe mobility pathways are maintained and any potential risks are reported and addressed promptly.
- Both trash and recycling bins are regularly emptied, with no remaining odor or overflow.

B. Personal Care Services

Objective: To provide assistance with Activities of Daily Living (ADLs) that support personal hygiene, mobility, and physical well-being, allowing clients to remain safely and comfortably in their homes.

Scope of Services:

Personal Care Attendants (PCAs) will assist clients with the following:

- **Hygiene and Grooming:** Bathing (bed, shower, or tub), shampooing, oral care, nail and skin care, shaving, and dressing assistance.
- **Toileting Assistance:** Support with toileting, incontinence care, and catheter or peri-care as indicated in the care plan.
- **Mobility and Transfers:** Assistance with walking, use of mobility aids (walkers, wheelchairs), transfers, turning, and positioning.
- **Medication Reminders:** Prompting clients to take medications as prescribed (without direct medication administration).
- **Meal Assistance:** Preparing light meals, encouraging fluid intake, and assisting with feeding when necessary.
- **Monitoring and Reporting:** Observing and documenting changes in client condition, appetite, mood, or functional ability.

Service Delivery Process:

1. **Initial Visit and Orientation:** The assigned PCA will be introduced to the client by a PHC supervisor to ensure a comfortable transition and review the care plan in detail.
2. **Care Implementation:** Services will be delivered according to the AAA-approved care plan and adjusted as client needs evolve.
3. **Safety and Dignity:** All care will be provided respectfully, preserving the client's dignity, privacy, and autonomy at all times.

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4. **Documentation:** Each visit will be recorded on a timesheet including date, time, duration, and tasks completed. Client progress notes will be updated as needed through WellSky and additional communication will be conducted through consultations.
5. **Communication:** Any observed changes in health status, safety risks, or care needs are reported immediately to the PHC Home Care Manager and AAA case manager.
6. **Supervisory Oversight:** Supervisory visits and skills evaluations are conducted monthly for new staff and at least quarterly for ongoing caregivers.

Expected Outcomes: Our clients have improved hygiene and self-esteem, in addition to reduced hospitalizations and emergency incidents. Our clients should feel an increased sense of independence and contentedness with life.

These outcomes will be evaluated quarterly, as follows:

- Client is clean and well-groomed, with no skin irritation, allowing the client to feel dignified and comfortable.
- Toileting: Client remains clean, dry, and free from skin irritation. Proper hygiene and dignity are maintained during toileting. Incontinence products used and disposed of appropriately. Any identified urinary tract infections are promptly addressed.
- Client is able to move safely and maintain functional mobility, as per their care plan. Any risks of falls are minimized.
- Client is taking their medications as scheduled, with any missed or delayed doses minimized. Medication refusal or side effects are properly reported.
- Client receives nutritious meals suited to their dietary needs, maintain proper hydration and calorie intake, and enjoy their meals.
- Changes in health or behavior are identified, reported, and addressed. Consistent communication between the caregivers and supervisors allows any issues to be addressed as soon as possible.

C. Respite Care Services

Objective: To provide temporary relief to family caregivers by ensuring the care recipient's safety, supervision, and companionship during the caregiver's absence.

Scope of Services:

Respite Care services are designed to maintain the client's well-being and safety while providing emotional support and companionship. Services may include:

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- **Supervision:** Monitoring the client to ensure safety and prevent wandering or falls.
- **Companionship:** Engaging in conversation, recreational activities, or cognitive stimulation exercises to promote social interaction.
- **Basic Assistance:** Providing light assistance with ADLs such as toileting, feeding, or mobility (as authorized in the care plan).
- **Observation and Reporting:** Monitoring the client's mood, behavior, and condition, and reporting any significant changes to PHC management.
- **Emotional Support for Families:** Offering guidance and reassurance to caregivers regarding care transitions, resources, and stress management.

Service Delivery Process:

1. **Caregiver Relief Coordination:** Scheduling is done collaboratively with the family caregiver to ensure coverage during periods of rest, errands, or emergencies.
2. **Client Orientation:** Prior to initiating respite services, PHC staff meet with the family caregiver to review the client's routine, preferences, medications, and safety precautions.
3. **Continuity of Care:** Whenever possible, the same respite caregiver will serve the client to promote consistency and trust.
4. **Documentation:** Each visit will be recorded on a timesheet including date, time, duration, and tasks completed. Client progress notes will be updated as needed through WellSky and additional communication will be conducted through consultations.
5. **Evaluation:** The Home Care Manager contacts the family caregiver after the first few respite visits to assess satisfaction and make any necessary adjustments.

Expected Outcomes: Caregiver stress and burnout is reduced. The clients' safety and emotional well-being are improved, and family stability is strengthened. This should help to ensure reduced premature institutional placement.

These outcomes will be evaluated quarterly, as follows:

- Client remains safe and free from injury or wandering incidents. Their environment is hazard-free and conducive to safe mobility.

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- Client demonstrates engagement, improved mood, and/or decreased isolation. Social and recreational activities are implemented as per care plan, with emotional well-being and mental stimulation being promoted.
- Client comfort, dignity, and independence are maintained while receiving safe and respectful assistance with their ADLs, as outlined in their care plan.
- Changes in the client's mood or condition are detected and reported early to ensure that any necessary changes to their care plan are made proactively.
- Families feel informed, supported, and confident in the care process. Primary caregiver stress is reduced.

General Service Standards Across All Categories

All services will begin within two business days of referral and no later than four business days. Clients are matched with regular caregivers to ensure continuity of care. PHC also maintains open lines of communication with AAA case managers, family caregivers, and clients at all times, and WellSky is utilized to preserve communications. All visit records are completed the same day of service and retained in the client's permanent file. Services are delivered with sensitivity to cultural, linguistic, and religious diversity. Caregivers are trained to identify emergencies and follow PHC's established emergency communication protocol.

Quality and Compliance Measures:

- Caregivers receive hands-on training in body mechanics, infection control, and emergency response.
- Each PCA maintains current CPR/First Aid certification and participates in annual skills verification.
- Client satisfaction and care effectiveness are measured semi-annually through surveys and quality audits.

2.1.6 - Management Summary:

Leadership Team:

- **David A. Kaminski, M.H.A. - President & CEO**
David has over 37 years of experience in home health care. He has a Master's degree in Health Care Administration and has worked for both not-for-profit and for-profit home

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care agencies. Currently, David oversees all operations of the company, including but not limited to: Board of Directors, contract management, service delivery, case management, business services, human resources, quality management, marketing and staff training. *(Attachment A)*

- **David Garcia - HR & Quality Manager**

David has over 23 years of experience working in the business office, human resources and quality management departments of home care agencies. He has a B.S. degree in Psychology with a minor in Statistics. Currently, he is responsible to manage both the human resources department and the quality assurance department and is responsible to ensure compliance with all laws and regulations. He conducts audits and implements improvement plans. David reports directly to agency President & CEO. *(Attachment B)*

- **Donna Blea - Home Care Manager (Clients)**

Donna has worked as a Home Care Manager and Field Supervisor since 2011. She oversees client admissions, client concerns, in-home supervisors, client discharges, assessments and care planning. Donna is the primary contact person for Area Agency on Aging (AAA) employees. She is available to assist them with all issues related to admission, discharge, care planning, scheduling, etc. on referred clients. Donna reports directly to the agency President & CEO. *(Attachment C)*

- **Tanisha Owens - Home Care Manager (Caregivers)**

Tanisha has over 20 years of experience working with the elderly as a caregiver, CNA, Field Supervisor, Training Coordinator and as a Caregiver Supervisor. Currently, she oversees caregiver training, caregiver performance and scheduling, including PHC's after-hours program. Tanisha reports directly to agency President & CEO. *(Attachment D)*

- **Joshua Kaminski - Business Office Manager**

Joshua has over 12 years of experience working in home care billing and payroll. Currently, he is responsible for all payroll and billing functions, including the preparation and submission of invoices to the City of Albuquerque. AAA staff may contact Joshua with any billing issues / questions. Joshua reports directly to the agency President & CEO.

2.1.7 - Monitoring and Evaluation Plan:

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A Quality Assurance (QA) Plan is operative at PHC that specifies the methodology by which PHC monitors and manages the care provided to all clients. The plan provides for ongoing comprehensive, self-assessment of all care delivery activities. PHC acknowledges and emphasizes that quality activities/initiatives are management driven and client focused, with the assumption that responsibility for “quality” belongs at all levels of the organization. In addition to supporting compliance with regulatory and certification bodies, the PHC Quality Management Program provides the linkage necessary for integration and continuous improvement in operational, administrative, and client service activities. By focusing on continuous improvement, with the goal of achieving optimal client, and customer outcomes and satisfaction, PHC’s vision, values, and mission is promoted and strengthened.

Following is the quality management plan that is currently in place for our clients funded by the City of Albuquerque:

a. A phone call is made to all clients after the first home care visit to determine client satisfaction and if a good client-caregiver match has been made. If any issues are identified, a meeting is scheduled with the employee. If employee performance is an issue, disciplinary action follows company policies and procedures. If the employee and client are not compatible, a new employee is assigned.

b. Supervisory visits are conducted in the clients’ homes every 30 days to review the care plan, identify changes, make updates and monitor quality of care and client satisfaction. Any changes or concerns will immediately be reported to the client’s Case Manager. Changes may include environmental, economic, health, intellectual or functional status. These visits will be completed via phone, if necessary, due to any public health risks or outstanding circumstances.

c. Client files are audited in-house quarterly to determine adequacy and appropriateness of the Care Plan and compliance with administrative and care delivery standards. Results are reported to the Board of Directors and the Quality Committee.

d. Semi-annual client satisfaction surveys are mailed to all clients, with a report on results from services presented to PHC’s Board of Directors and Quality Committee.

e. PHC’s Quality Management Department provides a summary of incident reports to the CEO for management review and action as appropriate. The report is also submitted to PHC’s Board of Directors and Quality Committee.

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f. A “missed visit” report is reviewed daily by the Scheduling Supervisor to ensure that all clients receive visits as scheduled. If the report indicates that a client missed a visit, the Scheduling Supervisor researches and document results. Communication is maintained with the client’s Case Managers regarding all schedule changes (client hospitalized, out of town, refused care, etc.).

g. Client re-assessments are conducted annually to update all paperwork, ensure appropriate care delivery, client safety, and appropriate level of care. Any concerns will be communicated to the client’s Case Manager.

Criminal Background Checks

PHC works with the New Mexico Department of Health (DOH) on determining eligibility for caregiver applicants. Specifically, all employees are fingerprinted and the DOH conducts a nationwide criminal background investigation. The DOH then mails PHC the results of the investigation via a letter indicating if the employee is eligible to work or not. PHC does not employ individuals who have not passed a criminal background investigation.

Records are maintained in individual employee files located in the Human Resources office.

2.1.8 - Service Delivery, Training, and Recordkeeping:

A. Referrals:

The AAA refers clients to PHC via the SAMS Client Management program. This referral outlines the frequency and duration that services are needed, demographic information about the client, level of care required, number of hours per week, and a Care Plan that lists services to be provided to the client. The referral is forwarded to the PHC Manager who makes a home visit and completes the required PHC admission paperwork with the client. Upon returning to the office, the Manager gives a copy of the Care Plan to a Scheduling Coordinator. The Scheduling Coordinator, upon receipt of the referral form, logs the referral and immediately begins searching the employee database for available staff that meets the qualifications outlined on the referral form. After an employee is selected, the Scheduling Coordinator contacts the client and/or family to let them know who is coming and confirms the date and time of the visit. The City Case Manager is also notified that the case has been scheduled.

Services will generally begin within two working days and will not exceed four working days from the date of the referral case plan. PHC will notify the AAA Case Manager when services

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begin. If the services cannot be delivered within the specified time period, PHC will immediately notify the Case Management Program via a telephone call, indicating the reason for not starting the services.

B. Training:

PHC is a licensed home health agency and follows the training requirements as issued by the New Mexico Department of Health, Licensing and Certification Bureau. Specifically, before providing care to a client, PHC's caregivers attend a 12-hour training class that includes, but is not limited to:

- Agency policies and procedures
- How to perform safe transfers including the use of transfer belts and hoist lifts
- Assistance with personal care including total personal care
- Housekeeping and bed making
- Nutrition including meal planning and special diets
- Incident management including Adult Protective Services required reporting
- Fraud and Abuse
- Cultural Sensitivity
- Back safety and proper lifting techniques
- Ambulation assistance, wheelchairs and walkers
- Catheter and peri-care
- Hospice philosophy and caring for dying clients
- Alzheimer's disease and dementia care, including behavioral manifestations and intervention techniques
- Overview of various chronic diseases

After completion of the training class, the students must pass both a written test plus demonstrate skills to the instructor. If they successfully pass both tests, they are then certified in CPR and First Aid. Going forward, the employees will receive at least twelve hours of additional training annually.

C. Recordkeeping:

Caregivers are required to document all services provided on a progress note. The information required includes: Client name, date of home care services, the time the services began and ended, the tasks completed, and a signature from both the client and caregiver.

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A monthly compilation of all home care visits is submitted to the Area Agency on Aging along with the monthly invoice in a format pre-approved by the Area Agency on Aging. Progress notes are maintained in each individual client's file located in PHC's Medical Records Department. PHC also has an extensive accounting system in place for budgeting, payroll, billing, accounts receivables and payables, financial reporting, tax reporting and auditing. Personnel files are maintained on all employees and meet all laws and regulations. Routine audits are conducted to ensure compliance with laws and regulations and completion of files. Client files are maintained on all clients and includes assessments, care plans, visit records, and all other documentation legally required. Routine audits are conducted to ensure compliance with laws and regulations and completion of files.

2.1.9 – Limitations:

The home care industry continues to face caregiver shortages following the pandemic. PHC has implemented aggressive recruitment and retention strategies, including sign-on bonuses, increased wages, and enhanced benefits. Staffing levels are improving steadily, and PHC remains fully committed to meeting service obligations and supporting the City's aging population. As an agency, we strive to continue to deliver quality care to our clients and are optimistic about the future and look forward to continuing to serve our community.

Submitted by:

David A. Kaminski, M.H.A.

President & Chief Executive Officer

1st Premier Home Care, Inc.

Date: October 14, 2025

Attachment A
David A. Kaminski
6216 Basil Pl, NW
Albuquerque, NM 87120
Mobile Phone: (505) 301-1747
Email: Dave.Kam@yahoo.com

QUALIFICATIONS

Senior manager with extensive experience in multi-million dollar company operations, which includes creating, building, managing, re-engineering and downsizing departments and systems. Skilled in evaluating department functions and activities, developing operating policies and strategic plans, contracting, budgeting, regulatory compliance, and staff supervision. Possess solid leadership skills, which include strong oral and written communication skills, an ability to motivate teams, and the ability to implement and monitor improvement plans.

WORK HISTORY

2000 – present Founder, President and Chief Executive Officer, 1st Premier Home Care, Inc.

Serves as Board President and CEO of a for-profit nonmedical home care agency. Responsible for daily operations, which includes care delivery, workplace safety, contracting, management of human resources, employee training, team building, sales, customer service, strategic planning, quality management and finance. See website: www.premierhc.com

1998 – 2000 Director of Finance and Administration, Presbyterian Healthcare Services

Responsible for supervision of patient accounting, finance, contracting, and information systems for Presbyterian's statewide network of home care agencies. Traveled state-wide and conducted audits, training and implemented improvement plans to ensure compliance with regulations. While performing the duties of the Director of Finance, I continued to function as the Director of Private Duty Home Care, working 2 senior executive positions concurrently at Presbyterian Healthcare Services.

1993 – 2000 Director, Home Healthcare, Private Duty Division, Presbyterian Healthcare Services

Reported to the CEO with membership on the senior management team. Responsible for management of operations and delivery of home care and case management services to over 1,200 patients per week. Supervised and mentored management team.

1988 – 1993 Director of Operations, Hospital Home Healthcare and Hospice

Responsible for supervision of patient accounting, information systems, human resources, customer service, grant writing, contracting, finance, compliance program and overall operations for a Medicare certified agency, a hospice program and a private duty department.

EDUCATION

1998 Master's degree in Health Care Administration (MHA), Chapman University.

1988 Bachelor's degree in Management of Human Resources (BHR), Spring Arbor College.

Attachment B
David J. Garcia
6423 Avenida Seville, NW
Albuquerque, NM 87114
Mobile Phone: (505) 301-9243

QUALIFICATIONS

Dedicated, hard working professional seeks a position with a progressive company that offers an opportunity for professional growth. A self-starter who possesses outstanding judgment, analytical, communication, customer service and decision-making skills.

WORK HISTORY

- 2002 – present **Manager, Human Resources and Quality Assurance, 1st Premier Home Care, Inc., Albuquerque, NM**
Senior Manager with responsibility for Human Resources and Quality Assurance Departments. Supervise hiring, personnel records, workers' compensation program, safety program and subpoenas. Also conduct chart audits to ensure compliance with program regulations, create improvement plans and monitor for compliance.
- 2000-2002 **Associate Area Manager, RGIS Inventory Specialists, Albuquerque, NM**
On-site supervision of auditors to include coordination of workflow, assignment of responsibility, monitoring of work performance, new employee training and quality assurance. Analyze, reconcile and balance store inventories. Identify deficiencies and make recommendations for improvement. Communicate with store managers to ensure successful outcome of audits.
- 1983-2000 **Team Supervisor, RGIS Inventory Specialists, Albuquerque, NM**
On-site supervision of auditors to include coordination of workflow, assignment of responsibility, monitoring of work performance, new employee training and quality assurance. Analyze, reconcile and balance store inventories.
- 1980 – 1983 **Auditor, RGIS Inventory Specialists, Albuquerque, NM**
Performed physical inventories and data entered by touch inventory information into computer system.

EDUCATION

- 1992 Bachelor of Science, Psychology; Minor in Statistics
University of New Mexico
- 1983 High School Diploma
Manzano High School (ranked 28th in graduating class)

Attachment C

Donna Blea

2500 Rosswood Dr., SE
Rio Rancho, NM 87124

OBJECTIVE

Experienced manager seeks a full-time position with a social services or health care company that offers an opportunity for professional growth.

WORK HISTORY

- 11/13 – present *Home Care Manager - Clients, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.*
Responsible for case management and service delivery. Conduct client admissions, create care plans, monitor services, prepare incident reports, communicate schedules and concerns with families and referral sources. Supervise field supervisors and scheduling department. Assist with recruitment and retention of caregivers and employee recognition programs.
- 12/11 -11/13 *Field Supervisor, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Provided in-home supervision of caregivers. Monitored services to ensure compliance with care plans, provided in-home training to caregivers when needed, ensured the home was clean and the client was well cared for, including interviewing the client about the caregiver and the services rendered. Reported concerns to supervisor and made reports to Adult Protective Services when appropriate.
- 11/10 – 12/11 *Home Care Aide, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Provided in-home care to disabled and elderly clients with assistance with activities of daily living, such as: bathing, dressing, feeding, housekeeping, meal preparation, errand running, medication reminders, and bed making.

EDUCATION

- November, 2010 Completed Nationally approved Hom Care Aide certification course at Premier Home Care
- June, 1979 High School Diploma, West Mesa High School, Albuquerque, NM

Attachment D

Tanisha Owens

3003 Transport St., S.E.
Albuquerque, NM 87106

OBJECTIVE

Dedicated, hard-working CNA / Caregiver seeks a full-time position with a progressive company that offers an opportunity for professional growth.

WORK HISTORY

- 11/11/13 – present *Home Care Manager - Caregivers, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.*
Provide direct supervision of Home Care Aides. Communicate organization needs, oversee employees' performance, provide guidance, support, identify development needs, and manage the reciprocal relationship between staff and the organization so that each is successful.
- 8/6/08-11/10/13 *Scheduling Supervisor, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Supervised the scheduling of Home Care Aides to provide in-home services to agency clients per established care plan and schedules. Ensure all clients receive a caregiver, communicate with clients and Home Care Aides about schedules and changes in a timely fashion. Document all scheduling issues in computerized scheduling program.
- 4/25/07 – 8/5/08 *Home Care Aide / CNA, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Provided in-home care to disabled and elderly clients with assistance with activities of daily living, such as: bathing, dressing, feeding, housekeeping, meal preparation, errand running, medication reminders, and bed making.
- 10/2/05 – 4/24/07 *Princeton Place, 500 Louisiana Blvd., Albuquerque, NM.* Provided nursing home patients with total care, including transferring to commodes, bed, shower; bathing and total personal care; room cleaning and medications.

EDUCATION

- July, 2003 CNA certification – completed training at Princeton Place.

APPENDIX A COST PROPOSAL SERVICE RATE

Identify the per unit (hour) reimbursement rate for services to be provided, and any maximum and minimum number of units per year.

Rate shall include any applicable gross receipts taxes, overhead and profits and shall constitute full and complete compensation for the successful Offeror's services under this proposal. If separate rates are required for services based on factors such as service location in Bernalillo County, service type or other factors, please identify each rate and explain in the Service Rate Justification section.

SERVICE CATEGORY	RATE(S) PER HOUR	SERVICE BLOCK TO PROVIDE SERVICES	
		Max. # of Hours per Year Proposed	Min. # of Hours per Year Proposed
<u>Homemaker/Personal</u> <u>Care/Respite Services</u>	\$25	600	360

- A. Days services are available (i.e. Monday-Sunday) Monday - Saturday
- B. Hours services are available 8:00 AM - 5:00 P.M.

SERVICE RATE JUSTIFICATION

Provide a Service Rate Justification for each Service Rate identified. The intent of the justification is to identify the cost breakdown basis used in establishing the reimbursement rate with respect to services proposed. Include the rationale used in developing cost components noted in Part 2 Section 2.3 Cost Proposal. Provide a cost breakdown for the activities described in Part 3 Scope of Services indicating the cost of pricing details by task if applicable. Additionally, indicate how the reimbursement rate proposed is necessary and reasonable to accomplish the Scope of Services.

Time associated with arranging for services or monitoring client progress is not billable as service hours. Costs associated with arranging for services or monitoring client progress should be included in the unit cost for services.

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2.2.3: Justification for Requested Reimbursement Rate of \$25/hr

The requested reimbursement rate of \$25/hr for Homemaker, Personal Care, and Respite services is based on the need to adequately cover both the direct costs of caregiver compensation and the indirect administrative/overhead costs required to maintain high-quality service in the current economic environment **(please refer to the attached budget for details related to these direct and indirect costs)**.

1. Direct Caregiver Expenses

The largest portion of the requested rate will be allocated to direct caregiver wages and benefits. To recruit qualified and dependable caregivers, competitive compensation is essential. The Albuquerque market has seen significant increases in hourly wage expectations driven by rising minimum wage requirements, increased competition with hospitals, assisted living facilities, and national home care chains, and escalating costs of transportation, fuel, and insurance.

These wage pressures make it necessary to offer higher base pay rates and retention incentives in order to maintain workforce stability and ensure our clients are staffed with reliable, dedicated caregivers.

2. Administrative and Operational Overhead

In addition to direct labor, the reimbursement rate must account for the administrative infrastructure required to enable compliance and reliable care. This includes:

- Scheduling and coordination services
- Employee training
- Quality assurance and supervisory oversight
- Client intake, assessment, and care plan documentation
- Payroll processing and billing
- Maintaining required liability and workers' compensation insurance

These operational functions are critical to maintain compliance with city and state regulations and ensure caregiver competency while protecting our clients. Industry standards indicate that overhead typically ranges between 25 percent and 35 percent of direct service costs.

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3. Inflation and Market Conditions

The current service environment is seeing persistent inflation in labor and overhead expenses. Rising costs include:

- Employer contributions to payroll taxes and insurance
- Background checks
- Supplies and equipment

Adjustments to reimbursement rates reflecting these market realities are necessary to ensure that agencies will be capable of maintaining qualified staff and meeting contractual service demands.

In summary, this proposed reimbursement rate reflects the current cost of care in an ever-changing market, covering the costs of direct caregiver compensation, administrative overhead, and operational expenses. This rate will ensure that our agency can continue to provide safe, reliable care for our Homemaker, Respite, and Personal Care Service clients while maintaining the necessary quality and compliance standards in the city of Albuquerque.

Premier Home Healthcare
FY2026 Budget

	TOTAL	CITY REVENUE
	-	-
Client Service Revenue	2,366,788	89,668
PCS Directed Admin Fee	100,000	0
	-	-
Total Client Service Revenue	2,466,788	89,668
	-	-
<u>Direct Expenses:</u>		
Salaries	1,543,455	58,485
Benefits	223,647	8,474
Mileage Reimbursement	11,150	0
Bad Debt Provision	1,733	0
	-	-
Total Direct Expenses	1,779,984	66,959
	-	-
Gross Margin	686,804	22,708
	-	-
Gross Margin %	28%	25%
	-	-
<u>Indirect Expenses:</u>		
Salaries	458,042	
Benefits	52,812	
Advertising	1,000	
CPR Instructor	2,784	

Meals & Entertainment	1,000		
Dues & Subscriptions	3,000		
CPR Instructor	2,784		
Health, Dental, Life, Disability	41,000		
IRA (employer match)	15,600		
Credit Card Processing Fees	4,093		
Fingerprinting for CB Checks	3,708		
Insurance (liability) + Qtrly			
W/C Assessment Fee	74,400		
Computer Support	3,366		
Driver Histroy Reports	710		
Office Supplies/Gloves /			
Masks	12,000		
Postage	0		
Professional Fees (Accting &			
Legal)	6,000		
Recruitment	4,000		
Rent	30,000		
Telephone	11,500		
	-	-	
Total Indirect Expenses	727,799		0
Allocation of Indirect Costs	0		27,378
	0		
	0		0
	-	-	
	727,799		27,378
	-	-	
Net Income (Loss)	(40,995)		(4,670)
	=	=	

NET INCOME / PATIENT SERVICE REV	-1.66%	-5.21%
TOTAL DIRECT & INDIRECT EXPENSES	2,507,783	66,959
INDIRECT COST ALLOCATION		
Billable Visits	29,774	1,287
Billable Hours	115,940	3,860
Paid Hours	117,111	3,899
FTE's	56.30	1.87
# Visiting Employees Required avg 20/hr	113	3.75
Productivity Percentage		99%
Average Mileage per Visit		0.0
Mileage Billed per Visit		0
Bad Debt Percentage	0.07%	0.00%
Average Hourly Rate	13.75	15.00

Average Charge per Billable Hour	20.76	23.23
Average Length of Visit	3.89	3.00

BudgetFY2026

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2.1 Technical Proposal – Service C: Respite Services

2.1.1 - Offeror Identification:

Offeror: 1st Premier Home Care, Inc. (PHC)

4411 McLeod Rd. NE, Suite G

Albuquerque, NM 87109

Nature of Organization: S-Corporation

Subcontractors: PHC does not utilize subcontractors.

Authorized Representative:

David A. Kaminski, M.H.A.

President & Chief Executive Officer

Phone: (505) 271-2120

Email: premierhhcare@aol.com

Assurances:

- **Compliance with All Laws:** PHC complies fully with all laws and regulations referenced in Solicitation No. RFP-2025-727-YFS-FS. Routine internal audits ensure ongoing adherence to all applicable state and federal requirements.
 - **Acceptance of Contract Terms:** PHC agrees to all Terms and Conditions of the Draft Agreement, with no exceptions.
 - **Receipt of Addenda:** Confirmed - downloaded October 14, 2025.
 - **Insurance Coverage:** PHC maintains all required insurance, including general and professional liability, automobile liability, and workers' compensation.
-

2.1.2 - Experience:

Current Experience

1st Premier Home Care, Inc. (PHC) is a licensed non-medical home care agency, serving the greater Albuquerque area since 2000. Licensed by the New Mexico Department of Health, PHC's

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mission is to provide high-quality, compassionate home care services that promote independence, dignity, and safety for elderly and disabled adults in their homes.

Since inception, PHC has:

- Served over 3,600 individuals, and
- Delivered more than 2,550,000 hours of in-home care.

Current Contracts Include:

A. City of Albuquerque – Area Agency on Aging (AAA):

PHC has been contracted with the City of Albuquerque's Department of Family and Community Services since 2003 to provide Homemaker, Personal Care, and Respite Services. PHC currently serves 28 AAA clients per month.

- **Program Manager:** David A. Kaminski, M.H.A., President & CEO
- **Experience:** Over 37 years managing home care programs in Albuquerque, including serving as Director of Private Duty Home Care at Presbyterian Healthcare Services before founding PHC in 2000.
- **Reference:** Resume attached as *Attachment A*.

B. Medicaid Personal Care Services (PCS):

PHC has been a Medicaid PCS provider since 2001, serving approximately 61 clients per month under contracts with the New Mexico Aging and Long-Term Services Department and all four managed care organizations (MCOs):

- Presbyterian Healthcare Services
- Blue Cross Blue Shield of New Mexico
- United Healthcare
- Molina Healthcare

Reference:

Alicia Bernall, Program Manager

2550 Cerrillos Rd., Santa Fe, NM 87505

Phone: (505) 827-4805

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C. Private Pay Clients:

PHC also serves private pay clients who do not qualify for public funding. Service ranges from three hours twice a week to 24-hour care, seven days per week.

Past Experience

PHC brings over 25 years of continuous experience in providing Homemaker, Personal Care, and Respite services throughout Albuquerque.

- **Medicaid Program Provider:** Since 2001
- **AAA Program Provider:** Since 2003
- **Private Pay Program:** Since 2000

All contracts have either been open-ended or renewed annually, demonstrating PHC's reliability and performance excellence.

Prior to PHC's founding, David A. Kaminski managed multiple home care programs at Presbyterian Healthcare Services, including:

- Title XX Program (CYFD)
- HIV/AIDS Medicaid Waiver Program
- Medicare/Medicaid Hospice Program
- EPSDT and Medically Fragile Medicaid Waivers
- Medicare-Certified Home Health Agency
- Private Duty Home Care Division

2.1.3 - Need for Program:

The aging of the U.S. population continues to create significant public health and social-service challenges. By 2030, all baby boomers will be age 65 or older, and adults in this age group will comprise nearly 20 percent of the total population. The number of adults aged 85 and older is projected to triple by 2060 (U.S. Census Bureau, 2017).

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This demographic shift is driving unprecedented demand for non-medical home care, as older adults increasingly seek to maintain independence and remain safely in their homes. At the same time, the prevalence of chronic diseases, mobility limitations, and cognitive impairments such as Alzheimer's disease continues to rise, while institutional care remains costly and often inconsistent with older adults' desire to age in place.

In Albuquerque and across New Mexico, this trend is pronounced. According to the New Mexico Aging and Long-Term Services Department, nearly one in six adults in the state is already age 65 or older, and the population over 75 is growing at more than twice the national rate. However, a significant portion of these residents live on fixed incomes that fall between Medicaid eligibility and the financial threshold for privately funded home care. Locally, the private-pay cost for non-medical in-home services ranges between \$28 and \$32 per hour, making sustained care financially out of reach for many seniors.

Institutionalization rates among older adults further underscore the urgency of this need. Nationally, approximately 1.2 million older Americans reside in nursing homes, and about 40 percent of adults over 65 will spend some time in a long-term-care facility during their lifetime (U.S. Department of Health and Human Services, 2023). In New Mexico, an estimated 3.5 percent of residents age 65 and older live in institutional settings—a figure projected to rise as the state's aging population grows. The annual cost of nursing-home care in the Albuquerque area ranges from \$72,000 to over \$100,000 per person, highlighting both the human and fiscal importance of keeping individuals safely at home whenever possible.

Research demonstrates that access to in-home supportive services directly reduces the likelihood of premature institutionalization. A Centers for Medicare & Medicaid Services (CMS) study found that each additional five hours per month of homemaking or personal-care support reduced the risk of nursing-home placement by roughly 13 percent. Other studies have shown that states investing more heavily in Home- and Community-Based Services (HCBS) achieve 30–40 percent lower nursing-home admission rates among older adults with chronic conditions.

Programs such as the City of Albuquerque's Homemaker, Personal Care, and Respite Services are therefore essential. They bridge the affordability gap for moderate-income seniors, delay institutional placements, and promote physical and emotional well-being.

Expanding and sustaining these programs is critical to supporting independence, preserving dignity, and reducing unnecessary institutionalization. 1st Premier Home Care is proud to partner in this effort by providing high-quality, person-centered care that allows Albuquerque's older adults to remain in the homes and communities they love.

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2.1.4 - Best Practices:

PHC is a licensed home health care agency and is committed to providing the highest quality services available. We care about our customers and our employees and therefore provide the following “best” practices:

- a. **Thorough Assessments:** Before starting care, we meet with every potential client for an in-depth discussion of their care needs. These assessments determine the degree of safety, function and comfort of clients in their homes, and evaluate the need for adaptive equipment and assistive devices. This allows us to decrease the risks of client falls and misuse of medications, improve clients’ accessibility in and around their homes, and keep clients living independently in their home environments for as long as possible. There are several categories that make up a comprehensive home safety evaluation:
 - **Basic Home Safety and Client Safety Issues:** The home should be free of fire, health and safety hazards. PHC provides education and training in the proper operation, maintenance, storage, and cleaning of in-home medical equipment to lower the incidence of infections caused by contaminated equipment, ensuring optimal performance of the equipment. PHC will also provide instruction in fall prevention, the correct lifting and transferring techniques for non-ambulatory clients, and proper administration and storage of medication. PHC will also provide a list of phone numbers to call in emergency situations.
 - **Overall Home Environment:** The set-up of each room will be evaluated for optimal efficiency. The home must be clean and free of excess clutter that can hamper mobility, cause accidental falls, and lead to misplaced supplies. Clients will be notified of risks associated with environmental hazards, such as untethered scatter rugs, poor lighting, slippery floor finishes, and mobile furniture.
 - **Accessibility & Client Mobility:** The client’s accessibility in and out of the home, between rooms, and into the bathroom will be evaluated. His or her mobility will also be assessed. If the client is not ambulatory, a list of checkpoints must be reviewed, such as the width and height of doorways, stairway usage, and carpets that may inhibit mobility, among other factors.

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- **Client/Family Issues:** The client's/family's ability to comprehend instructions will be evaluated. The client's general hygiene must be observed and whether he or she is reliant on others for personal hygiene care. Additionally, any client comments regarding abuse, neglect, lack of care, or any other problems and concerns will be addressed immediately and reported to the proper agency for additional investigation.
- b. **Individualized Care Planning:** After a thorough assessment is completed, our Home Care Manager completes an individualized care plan. A care plan is a document which is a record of needs, actions and responsibilities; a way to manage risk and outline contingency plans so that clients, family members, caregivers and other health professionals know what to do on a daily basis and also in the event of a crisis. A good care plan should be created in consultation with the elderly client, his or her family members, their case manager, and their doctor. PHC's care plans are updated as needed and when the client's condition changes.
- c. **Caregiver Screening:** PHC's intensive system ensures that every caregiver who enters our clients' homes has been screened against the highest background checking system, understands agency policies and procedures, and treats our clients with respect and dignity. We understand that our clients are opening their home to a stranger and entrusting us with the duty of doing the very best we can to find high-quality and trustworthy caregivers. That's why we conduct a thorough State of NM and nation-wide criminal background check on all applicants. They must also complete an intake training and a written exam to ensure they will be able to deliver quality care to our clients.

By the time one of our caregivers greets a client at their door, we have also compiled an extensive file to give our clients greater peace of mind, including but not limited to a valid driver's license or state-issued ID, MVD records, current CPR certifications, current vaccination records, successful completion of our caregiver training course plus an additional twelve hours annually, cultural sensitivity training, hospice training, fire safety training, and training in diseases such as Alzheimer's, diabetes, and heart disease.
- d. **Supervision and Care Oversight:** PHC conducts routine supervisory visits as frequently as necessary to our clients' homes (or via phone call, if necessary) to:
 - a. Evaluate effectiveness of services and overall client satisfaction.

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- b. Update the Care Plan with any changes in the client's condition, living situation, family dynamics, medications, new equipment, health conditions, hospitalizations, pets, home safety issues, scheduling needs, etc.
- c. Supervise the caregiver providing care to the client and determine if the caregiver requires additional training to meet the client's needs, and provide both onsite and in-office training as needed.
- d. Make referrals, if needed. For example, for mental health services, suicide crisis hotline, housing assistance, utility bill payment assistance, case management, social security and/or other benefits, etc.

2.1.5 - Proposed Approach to Tasks:

1st Premier Home Care, Inc. (PHC) proposes to provide all services requested in the solicitation - Homemaker, Personal Care, and Respite Care - in alignment with the Scope of Work outlined by the City of Albuquerque, Department of Family and Community Services, Area Agency on Aging (AAA).

All services will be person-centered, culturally sensitive, and outcome-driven. PHC's approach emphasizes individualized care planning, consistent communication with AAA case managers, and rigorous supervision to ensure high-quality service delivery.

A. Homemaker Services

Objective: To assist clients with Activities of Daily Living (ADLs) that promote independence, cleanliness, comfort, and safety within the home environment.

Scope of Services:

Homemaker staff will perform tasks including, but not limited to:

- **General housekeeping:** vacuuming, dusting, sweeping, mopping, dishwashing, kitchen and bathroom cleaning, and interior window washing.
- **Laundry and linen care:** washing, drying, folding, and changing bed linens.

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- **Meal planning and preparation:** assistance with nutritious meal and snack preparation in accordance with client dietary preferences and restrictions.
- **Organization and home safety:** removing clutter, identifying fall hazards, and assisting with basic home organization to maintain safe mobility pathways.
- **Waste disposal:** taking out household trash and recycling.

Service Delivery Process:

1. **Referral and Assessment:** Upon receipt of the AAA referral, a PHC Home Care Manager will conduct an in-home assessment to confirm the tasks required and align them with the AAA-approved care plan.
2. **Care Plan Development:** A written Homemaker Service Plan will outline the specific duties to be completed, their frequency, and measurable outcomes (e.g., safe and sanitary living environment, client satisfaction).
3. **Scheduling:** PHC's Scheduling Department will match the client with a homemaker based on availability, language preference, and skill compatibility.
4. **Documentation:** Each visit will be recorded on a timesheet including date, time, duration, and tasks completed. Client progress notes will be updated as needed through WellSky and additional communication will be conducted through consultations.
5. **Supervision and Quality Control:** Supervisory visits will occur at least quarterly - or more frequently if needed - to ensure consistency and quality. Client feedback will be solicited during these visits.

Expected Outcomes: Clean, hazard-free home environments that improve client comfort and morale and reduce risk of falls and health hazards.

These outcomes will be evaluated quarterly, as follows:

- Living areas are clean, hygienic, and have no visible dust or dirt. Bathrooms and kitchens are sanitized and odor-free.
- Clothing and linens are clean, dry, and neatly stored. Bed linens are changed regularly and made neatly. Washed items have no odors or visible stains.
- Clients' meals align with their dietary requirements/preferences, are nutritious and balanced, are prepared safely, and are enjoyable.

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- The home is free from clutter and tripping hazards. Safe mobility pathways are maintained and any potential risks are reported and addressed promptly.
- Both trash and recycling bins are regularly emptied, with no remaining odor or overflow.

B. Personal Care Services

Objective: To provide assistance with Activities of Daily Living (ADLs) that support personal hygiene, mobility, and physical well-being, allowing clients to remain safely and comfortably in their homes.

Scope of Services:

Personal Care Attendants (PCAs) will assist clients with the following:

- **Hygiene and Grooming:** Bathing (bed, shower, or tub), shampooing, oral care, nail and skin care, shaving, and dressing assistance.
- **Toileting Assistance:** Support with toileting, incontinence care, and catheter or peri-care as indicated in the care plan.
- **Mobility and Transfers:** Assistance with walking, use of mobility aids (walkers, wheelchairs), transfers, turning, and positioning.
- **Medication Reminders:** Prompting clients to take medications as prescribed (without direct medication administration).
- **Meal Assistance:** Preparing light meals, encouraging fluid intake, and assisting with feeding when necessary.
- **Monitoring and Reporting:** Observing and documenting changes in client condition, appetite, mood, or functional ability.

Service Delivery Process:

1. **Initial Visit and Orientation:** The assigned PCA will be introduced to the client by a PHC supervisor to ensure a comfortable transition and review the care plan in detail.
2. **Care Implementation:** Services will be delivered according to the AAA-approved care plan and adjusted as client needs evolve.
3. **Safety and Dignity:** All care will be provided respectfully, preserving the client's dignity, privacy, and autonomy at all times.

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4. **Documentation:** Each visit will be recorded on a timesheet including date, time, duration, and tasks completed. Client progress notes will be updated as needed through WellSky and additional communication will be conducted through consultations.
5. **Communication:** Any observed changes in health status, safety risks, or care needs are reported immediately to the PHC Home Care Manager and AAA case manager.
6. **Supervisory Oversight:** Supervisory visits and skills evaluations are conducted monthly for new staff and at least quarterly for ongoing caregivers.

Expected Outcomes: Our clients have improved hygiene and self-esteem, in addition to reduced hospitalizations and emergency incidents. Our clients should feel an increased sense of independence and contentedness with life.

These outcomes will be evaluated quarterly, as follows:

- Client is clean and well-groomed, with no skin irritation, allowing the client to feel dignified and comfortable.
- Toileting: Client remains clean, dry, and free from skin irritation. Proper hygiene and dignity are maintained during toileting. Incontinence products used and disposed of appropriately. Any identified urinary tract infections are promptly addressed.
- Client is able to move safely and maintain functional mobility, as per their care plan. Any risks of falls are minimized.
- Client is taking their medications as scheduled, with any missed or delayed doses minimized. Medication refusal or side effects are properly reported.
- Client receives nutritious meals suited to their dietary needs, maintain proper hydration and calorie intake, and enjoy their meals.
- Changes in health or behavior are identified, reported, and addressed. Consistent communication between the caregivers and supervisors allows any issues to be addressed as soon as possible.

C. Respite Care Services

Objective: To provide temporary relief to family caregivers by ensuring the care recipient's safety, supervision, and companionship during the caregiver's absence.

Scope of Services:

Respite Care services are designed to maintain the client's well-being and safety while providing emotional support and companionship. Services may include:

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- **Supervision:** Monitoring the client to ensure safety and prevent wandering or falls.
- **Companionship:** Engaging in conversation, recreational activities, or cognitive stimulation exercises to promote social interaction.
- **Basic Assistance:** Providing light assistance with ADLs such as toileting, feeding, or mobility (as authorized in the care plan).
- **Observation and Reporting:** Monitoring the client's mood, behavior, and condition, and reporting any significant changes to PHC management.
- **Emotional Support for Families:** Offering guidance and reassurance to caregivers regarding care transitions, resources, and stress management.

Service Delivery Process:

1. **Caregiver Relief Coordination:** Scheduling is done collaboratively with the family caregiver to ensure coverage during periods of rest, errands, or emergencies.
2. **Client Orientation:** Prior to initiating respite services, PHC staff meet with the family caregiver to review the client's routine, preferences, medications, and safety precautions.
3. **Continuity of Care:** Whenever possible, the same respite caregiver will serve the client to promote consistency and trust.
4. **Documentation:** Each visit will be recorded on a timesheet including date, time, duration, and tasks completed. Client progress notes will be updated as needed through WellSky and additional communication will be conducted through consultations.
5. **Evaluation:** The Home Care Manager contacts the family caregiver after the first few respite visits to assess satisfaction and make any necessary adjustments.

Expected Outcomes: Caregiver stress and burnout is reduced. The clients' safety and emotional well-being are improved, and family stability is strengthened. This should help to ensure reduced premature institutional placement.

These outcomes will be evaluated quarterly, as follows:

- Client remains safe and free from injury or wandering incidents. Their environment is hazard-free and conducive to safe mobility.

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- Client demonstrates engagement, improved mood, and/or decreased isolation. Social and recreational activities are implemented as per care plan, with emotional well-being and mental stimulation being promoted.
- Client comfort, dignity, and independence are maintained while receiving safe and respectful assistance with their ADLs, as outlined in their care plan.
- Changes in the client's mood or condition are detected and reported early to ensure that any necessary changes to their care plan are made proactively.
- Families feel informed, supported, and confident in the care process. Primary caregiver stress is reduced.

General Service Standards Across All Categories

All services will begin within two business days of referral and no later than four business days. Clients are matched with regular caregivers to ensure continuity of care. PHC also maintains open lines of communication with AAA case managers, family caregivers, and clients at all times, and WellSky is utilized to preserve communications. All visit records are completed the same day of service and retained in the client's permanent file. Services are delivered with sensitivity to cultural, linguistic, and religious diversity. Caregivers are trained to identify emergencies and follow PHC's established emergency communication protocol.

Quality and Compliance Measures:

- Caregivers receive hands-on training in body mechanics, infection control, and emergency response.
- Each PCA maintains current CPR/First Aid certification and participates in annual skills verification.
- Client satisfaction and care effectiveness are measured semi-annually through surveys and quality audits.

2.1.6 - Management Summary:

Leadership Team:

- **David A. Kaminski, M.H.A. - President & CEO**
David has over 37 years of experience in home health care. He has a Master's degree in Health Care Administration and has worked for both not-for-profit and for-profit home

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care agencies. Currently, David oversees all operations of the company, including but not limited to: Board of Directors, contract management, service delivery, case management, business services, human resources, quality management, marketing and staff training. *(Attachment A)*

- **David Garcia - HR & Quality Manager**

David has over 23 years of experience working in the business office, human resources and quality management departments of home care agencies. He has a B.S. degree in Psychology with a minor in Statistics. Currently, he is responsible to manage both the human resources department and the quality assurance department and is responsible to ensure compliance with all laws and regulations. He conducts audits and implements improvement plans. David reports directly to agency President & CEO. *(Attachment B)*

- **Donna Blea - Home Care Manager (Clients)**

Donna has worked as a Home Care Manager and Field Supervisor since 2011. She oversees client admissions, client concerns, in-home supervisors, client discharges, assessments and care planning. Donna is the primary contact person for Area Agency on Aging (AAA) employees. She is available to assist them with all issues related to admission, discharge, care planning, scheduling, etc. on referred clients. Donna reports directly to the agency President & CEO. *(Attachment C)*

- **Tanisha Owens - Home Care Manager (Caregivers)**

Tanisha has over 20 years of experience working with the elderly as a caregiver, CNA, Field Supervisor, Training Coordinator and as a Caregiver Supervisor. Currently, she oversees caregiver training, caregiver performance and scheduling, including PHC's after-hours program. Tanisha reports directly to agency President & CEO. *(Attachment D)*

- **Joshua Kaminski - Business Office Manager**

Joshua has over 12 years of experience working in home care billing and payroll. Currently, he is responsible for all payroll and billing functions, including the preparation and submission of invoices to the City of Albuquerque. AAA staff may contact Joshua with any billing issues / questions. Joshua reports directly to the agency President & CEO.

2.1.7 - Monitoring and Evaluation Plan:

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A Quality Assurance (QA) Plan is operative at PHC that specifies the methodology by which PHC monitors and manages the care provided to all clients. The plan provides for ongoing comprehensive, self-assessment of all care delivery activities. PHC acknowledges and emphasizes that quality activities/initiatives are management driven and client focused, with the assumption that responsibility for “quality” belongs at all levels of the organization. In addition to supporting compliance with regulatory and certification bodies, the PHC Quality Management Program provides the linkage necessary for integration and continuous improvement in operational, administrative, and client service activities. By focusing on continuous improvement, with the goal of achieving optimal client, and customer outcomes and satisfaction, PHC’s vision, values, and mission is promoted and strengthened.

Following is the quality management plan that is currently in place for our clients funded by the City of Albuquerque:

a. A phone call is made to all clients after the first home care visit to determine client satisfaction and if a good client-caregiver match has been made. If any issues are identified, a meeting is scheduled with the employee. If employee performance is an issue, disciplinary action follows company policies and procedures. If the employee and client are not compatible, a new employee is assigned.

b. Supervisory visits are conducted in the clients’ homes every 30 days to review the care plan, identify changes, make updates and monitor quality of care and client satisfaction. Any changes or concerns will immediately be reported to the client’s Case Manager. Changes may include environmental, economic, health, intellectual or functional status. These visits will be completed via phone, if necessary, due to any public health risks or outstanding circumstances.

c. Client files are audited in-house quarterly to determine adequacy and appropriateness of the Care Plan and compliance with administrative and care delivery standards. Results are reported to the Board of Directors and the Quality Committee.

d. Semi-annual client satisfaction surveys are mailed to all clients, with a report on results from services presented to PHC’s Board of Directors and Quality Committee.

e. PHC’s Quality Management Department provides a summary of incident reports to the CEO for management review and action as appropriate. The report is also submitted to PHC’s Board of Directors and Quality Committee.

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f. A “missed visit” report is reviewed daily by the Scheduling Supervisor to ensure that all clients receive visits as scheduled. If the report indicates that a client missed a visit, the Scheduling Supervisor researches and document results. Communication is maintained with the client’s Case Managers regarding all schedule changes (client hospitalized, out of town, refused care, etc.).

g. Client re-assessments are conducted annually to update all paperwork, ensure appropriate care delivery, client safety, and appropriate level of care. Any concerns will be communicated to the client’s Case Manager.

Criminal Background Checks

PHC works with the New Mexico Department of Health (DOH) on determining eligibility for caregiver applicants. Specifically, all employees are fingerprinted and the DOH conducts a nationwide criminal background investigation. The DOH then mails PHC the results of the investigation via a letter indicating if the employee is eligible to work or not. PHC does not employ individuals who have not passed a criminal background investigation.

Records are maintained in individual employee files located in the Human Resources office.

2.1.8 - Service Delivery, Training, and Recordkeeping:

A. Referrals:

The AAA refers clients to PHC via the SAMS Client Management program. This referral outlines the frequency and duration that services are needed, demographic information about the client, level of care required, number of hours per week, and a Care Plan that lists services to be provided to the client. The referral is forwarded to the PHC Manager who makes a home visit and completes the required PHC admission paperwork with the client. Upon returning to the office, the Manger gives a copy of the Care Plan to a Scheduling Coordinator. The Scheduling Coordinator, upon receipt of the referral form, logs the referral and immediately begins searching the employee database for available staff that meets the qualifications outlined on the referral form. After an employee is selected, the Scheduling Coordinator contacts the client and/or family to let them know who is coming and confirms the date and time of the visit. The City Case Manager is also notified that the case has been scheduled.

Services will generally begin within two working days and will not exceed four working days from the date of the referral case plan. PHC will notify the AAA Case Manager when services

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begin. If the services cannot be delivered within the specified time period, PHC will immediately notify the Case Management Program via a telephone call, indicating the reason for not starting the services.

B. Training:

PHC is a licensed home health agency and follows the training requirements as issued by the New Mexico Department of Health, Licensing and Certification Bureau. Specifically, before providing care to a client, PHC's caregivers attend a 12-hour training class that includes, but is not limited to:

- Agency policies and procedures
- How to perform safe transfers including the use of transfer belts and hoist lifts
- Assistance with personal care including total personal care
- Housekeeping and bed making
- Nutrition including meal planning and special diets
- Incident management including Adult Protective Services required reporting
- Fraud and Abuse
- Cultural Sensitivity
- Back safety and proper lifting techniques
- Ambulation assistance, wheelchairs and walkers
- Catheter and peri-care
- Hospice philosophy and caring for dying clients
- Alzheimer's disease and dementia care, including behavioral manifestations and intervention techniques
- Overview of various chronic diseases

After completion of the training class, the students must pass both a written test plus demonstrate skills to the instructor. If they successfully pass both tests, they are then certified in CPR and First Aid. Going forward, the employees will receive at least twelve hours of additional training annually.

C. Recordkeeping:

Caregivers are required to document all services provided on a progress note. The information required includes: Client name, date of home care services, the time the services began and ended, the tasks completed, and a signature from both the client and caregiver.

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A monthly compilation of all home care visits is submitted to the Area Agency on Aging along with the monthly invoice in a format pre-approved by the Area Agency on Aging. Progress notes are maintained in each individual client's file located in PHC's Medical Records Department. PHC also has an extensive accounting system in place for budgeting, payroll, billing, accounts receivables and payables, financial reporting, tax reporting and auditing. Personnel files are maintained on all employees and meet all laws and regulations. Routine audits are conducted to ensure compliance with laws and regulations and completion of files. Client files are maintained on all clients and includes assessments, care plans, visit records, and all other documentation legally required. Routine audits are conducted to ensure compliance with laws and regulations and completion of files.

2.1.9 – Limitations:

The home care industry continues to face caregiver shortages following the pandemic. PHC has implemented aggressive recruitment and retention strategies, including sign-on bonuses, increased wages, and enhanced benefits. Staffing levels are improving steadily, and PHC remains fully committed to meeting service obligations and supporting the City's aging population. As an agency, we strive to continue to deliver quality care to our clients and are optimistic about the future and look forward to continuing to serve our community.

Submitted by:

David A. Kaminski, M.H.A.

President & Chief Executive Officer

1st Premier Home Care, Inc.

Date: October 14, 2025

Attachment A
David A. Kaminski
6216 Basil Pl, NW
Albuquerque, NM 87120
Mobile Phone: (505) 301-1747
Email: Dave.Kam@yahoo.com

QUALIFICATIONS

Senior manager with extensive experience in multi-million dollar company operations, which includes creating, building, managing, re-engineering and downsizing departments and systems. Skilled in evaluating department functions and activities, developing operating policies and strategic plans, contracting, budgeting, regulatory compliance, and staff supervision. Possess solid leadership skills, which include strong oral and written communication skills, an ability to motivate teams, and the ability to implement and monitor improvement plans.

WORK HISTORY

- 2000 – present **Founder, President and Chief Executive Officer, 1st Premier Home Care, Inc.**
Serves as Board President and CEO of a for-profit nonmedical home care agency. Responsible for daily operations, which includes care delivery, workplace safety, contacting, management of human resources, employee training, team building, sales, customer service, strategic planning, quality management and finance. See website: www.premierhc.com
- 1998 – 2000 **Director of Finance and Administration, Presbyterian Healthcare Services**
Responsible for supervision of patient accounting, finance, contracting, and information systems for Presbyterian's statewide network of home care agencies. Traveled state-wide and conducted audits, training and implemented improvement plans to ensure compliance with regulations. While performing the duties of the Director of Finance, I continued to function as the Director of Private Duty Home Care, working 2 senior executive positions concurrently at Presbyterian Healthcare Services.
- 1993 – 2000 **Director, Home Healthcare, Private Duty Division, Presbyterian Healthcare Services**
Reported to the CEO with membership on the senior management team. Responsible for management of operations and delivery of home care and case management services to over 1,200 patients per week. Supervised and mentored management team.
- 1988 – 1993 **Director of Operations, Hospital Home Healthcare and Hospice**
Responsible for supervision of patient accounting, information systems, human resources, customer service, grant writing, contracting, finance, compliance program and overall operations for a Medicare certified agency, a hospice program and a private duty department.

EDUCATION

- 1998 Master's degree in Health Care Administration (MHA), Chapman University.
- 1988 Bachelor's degree in Management of Human Resources (BHR), Spring Arbor College.

Attachment B
David J. Garcia
6423 Avenida Seville, NW
Albuquerque, NM 87114
Mobile Phone: (505) 301-9243

QUALIFICATIONS

Dedicated, hard working professional seeks a position with a progressive company that offers an opportunity for professional growth. A self-starter who possesses outstanding judgment, analytical, communication, customer service and decision-making skills.

WORK HISTORY

- 2002 – present **Manager, Human Resources and Quality Assurance, 1st Premier Home Care, Inc., Albuquerque, NM**
Senior Manager with responsibility for Human Resources and Quality Assurance Departments. Supervise hiring, personnel records, workers' compensation program, safety program and subpoenas. Also conduct chart audits to ensure compliance with program regulations, create improvement plans and monitor for compliance.
- 2000-2002 **Associate Area Manager, RGIS Inventory Specialists, Albuquerque, NM**
On-site supervision of auditors to include coordination of workflow, assignment of responsibility, monitoring of work performance, new employee training and quality assurance. Analyze, reconcile and balance store inventories. Identify deficiencies and make recommendations for improvement. Communicate with store managers to ensure successful outcome of audits.
- 1983-2000 **Team Supervisor, RGIS Inventory Specialists, Albuquerque, NM**
On-site supervision of auditors to include coordination of workflow, assignment of responsibility, monitoring of work performance, new employee training and quality assurance. Analyze, reconcile and balance store inventories.
- 1980 – 1983 **Auditor, RGIS Inventory Specialists, Albuquerque, NM**
Performed physical inventories and data entered by touch inventory information into computer system.

EDUCATION

- 1992 Bachelor of Science, Psychology; Minor in Statistics
University of New Mexico
- 1983 High School Diploma
Manzano High School (ranked 28th in graduating class)

Attachment C

Donna Blea

2500 Rosswood Dr., SE
Rio Rancho, NM 87124

OBJECTIVE

Experienced manager seeks a full-time position with a social services or health care company that offers an opportunity for professional growth.

WORK HISTORY

- 11/13 – present *Home Care Manager - Clients, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.*
Responsible for case management and service delivery. Conduct client admissions, create care plans, monitor services, prepare incident reports, communicate schedules and concerns with families and referral sources. Supervise field supervisors and scheduling department. Assist with recruitment and retention of caregivers and employee recognition programs.
- 12/11 -11/13 *Field Supervisor, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Provided in-home supervision of caregivers. Monitored services to ensure compliance with care plans, provided in-home training to caregivers when needed, ensured the home was clean and the client was well cared for, including interviewing the client about the caregiver and the services rendered. Reported concerns to supervisor and made reports to Adult Protective Services when appropriate.
- 11/10 – 12/11 *Home Care Aide, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Provided in-home care to disabled and elderly clients with assistance with activities of daily living, such as: bathing, dressing, feeding, housekeeping, meal preparation, errand running, medication reminders, and bed making.

EDUCATION

- November, 2010 Completed Nationally approved Hom Care Aide certification course at Premier Home Care
- June, 1979 High School Diploma, West Mesa High School, Albuquerque, NM

Attachment D

Tanisha Owens

3003 Transport St., S.E.
Albuquerque, NM 87106

OBJECTIVE

Dedicated, hard-working CNA / Caregiver seeks a full-time position with a progressive company that offers an opportunity for professional growth.

WORK HISTORY

- 11/11/13 – present *Home Care Manager - Caregivers, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.*
Provide direct supervision of Home Care Aides. Communicate organization needs, oversee employees' performance, provide guidance, support, identify development needs, and manage the reciprocal relationship between staff and the organization so that each is successful.
- 8/6/08-11/10/13 *Scheduling Supervisor, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Supervised the scheduling of Home Care Aides to provide in-home services to agency clients per established care plan and schedules. Ensure all clients receive a caregiver, communicate with clients and Home Care Aides about schedules and changes in a timely fashion. Document all scheduling issues in computerized scheduling program.
- 4/25/07 – 8/5/08 *Home Care Aide / CNA, 1st Premier Home Care, 4411 McLeod Rd., N.E., Suite G, Albuquerque, NM 87109, 505-271-2120.* Provided in-home care to disabled and elderly clients with assistance with activities of daily living, such as: bathing, dressing, feeding, housekeeping, meal preparation, errand running, medication reminders, and bed making.
- 10/2/05 – 4/24/07 *Princeton Place, 500 Louisiana Blvd., Albuquerque, NM.* Provided nursing home patients with total care, including transferring to commodes, bed, shower; bathing and total personal care; room cleaning and medications.

EDUCATION

- July, 2003 CNA certification – completed training at Princeton Place.

APPENDIX A COST PROPOSAL SERVICE RATE

Identify the per unit (hour) reimbursement rate for services to be provided, and any maximum and minimum number of units per year.

Rate shall include any applicable gross receipts taxes, overhead and profits and shall constitute full and complete compensation for the successful Offeror's services under this proposal. If separate rates are required for services based on factors such as service location in Bernalillo County, service type or other factors, please identify each rate and explain in the Service Rate Justification section.

SERVICE CATEGORY	RATE(S) PER HOUR	SERVICE BLOCK TO PROVIDE SERVICES	
		Max. # of Hours per Year Proposed	Min. # of Hours per Year Proposed
Homemaker/Personal Care/ <u>Respite Services</u>	\$25	1,900	1,400

- A. Days services are available (i.e. Monday-Sunday) Monday - Saturday
- B. Hours services are available 8:00 AM - 5:00 P.M.

SERVICE RATE JUSTIFICATION

Provide a Service Rate Justification for each Service Rate identified. The intent of the justification is to identify the cost breakdown basis used in establishing the reimbursement rate with respect to services proposed. Include the rationale used in developing cost components noted in Part 2 Section 2.3 Cost Proposal. Provide a cost breakdown for the activities described in Part 3 Scope of Services indicating the cost of pricing details by task if applicable. Additionally, indicate how the reimbursement rate proposed is necessary and reasonable to accomplish the Scope of Services.

Time associated with arranging for services or monitoring client progress is not billable as service hours. Costs associated with arranging for services or monitoring client progress should be included in the unit cost for services.

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2.2.3: Justification for Requested Reimbursement Rate of \$25/hr

The requested reimbursement rate of \$25/hr for Homemaker, Personal Care, and Respite services is based on the need to adequately cover both the direct costs of caregiver compensation and the indirect administrative/overhead costs required to maintain high-quality service in the current economic environment **(please refer to the attached budget for details related to these direct and indirect costs)**.

1. Direct Caregiver Expenses

The largest portion of the requested rate will be allocated to direct caregiver wages and benefits. To recruit qualified and dependable caregivers, competitive compensation is essential. The Albuquerque market has seen significant increases in hourly wage expectations driven by rising minimum wage requirements, increased competition with hospitals, assisted living facilities, and national home care chains, and escalating costs of transportation, fuel, and insurance.

These wage pressures make it necessary to offer higher base pay rates and retention incentives in order to maintain workforce stability and ensure our clients are staffed with reliable, dedicated caregivers.

2. Administrative and Operational Overhead

In addition to direct labor, the reimbursement rate must account for the administrative infrastructure required to enable compliance and reliable care. This includes:

- Scheduling and coordination services
- Employee training
- Quality assurance and supervisory oversight
- Client intake, assessment, and care plan documentation
- Payroll processing and billing
- Maintaining required liability and workers' compensation insurance

These operational functions are critical to maintain compliance with city and state regulations and ensure caregiver competency while protecting our clients. Industry standards indicate that overhead typically ranges between 25 percent and 35 percent of direct service costs.

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3. Inflation and Market Conditions

The current service environment is seeing persistent inflation in labor and overhead expenses. Rising costs include:

- Employer contributions to payroll taxes and insurance
- Background checks
- Supplies and equipment

Adjustments to reimbursement rates reflecting these market realities are necessary to ensure that agencies will be capable of maintaining qualified staff and meeting contractual service demands.

In summary, this proposed reimbursement rate reflects the current cost of care in an ever-changing market, covering the costs of direct caregiver compensation, administrative overhead, and operational expenses. This rate will ensure that our agency can continue to provide safe, reliable care for our Homemaker, Respite, and Personal Care Service clients while maintaining the necessary quality and compliance standards in the city of Albuquerque.

Premier Home Healthcare
FY2026 Budget

	TOTAL	CITY REVENUE
	-	-
Client Service Revenue	2,366,788	89,668
PCS Directed Admin Fee	100,000	0
	-	-
Total Client Service Revenue	2,466,788	89,668
	-	-
<u>Direct Expenses:</u>		
Salaries	1,543,455	58,485
Benefits	223,647	8,474
Mileage Reimbursement	11,150	0
Bad Debt Provision	1,733	0
	-	-
Total Direct Expenses	1,779,984	66,959
	-	-
Gross Margin	686,804	22,708
	-	-
Gross Margin %	28%	25%
	-	-
<u>Indirect Expenses:</u>		
Salaries	458,042	
Benefits	52,812	
Advertising	1,000	
CPR Instructor	2,784	

Meals & Entertainment	1,000		
Dues & Subscriptions	3,000		
CPR Instructor	2,784		
Health, Dental, Life, Disability	41,000		
IRA (employer match)	15,600		
Credit Card Processing Fees	4,093		
Fingerprinting for CB Checks	3,708		
Insurance (liability) + Qtrly			
W/C Assessment Fee	74,400		
Computer Support	3,366		
Driver Histroy Reports	710		
Office Supplies/Gloves /			
Masks	12,000		
Postage	0		
Professional Fees (Accting &			
Legal)	6,000		
Recruitment	4,000		
Rent	30,000		
Telephone	11,500		
-	-		
Total Indirect Expenses	727,799	0	
Allocation of Indirect Costs	0	27,378	
	0		
	0	0	
-	-		
	727,799	27,378	
-	-		
Net Income (Loss)	(40,995)	(4,670)	
=	=		

NET INCOME / PATIENT SERVICE REV	-1.66%	-5.21%
TOTAL DIRECT & INDIRECT EXPENSES	2,507,783	66,959
INDIRECT COST ALLOCATION		
Billable Visits	29,774	1,287
Billable Hours	115,940	3,860
Paid Hours	117,111	3,899
FTE's	56.30	1.87
# Visiting Employees Required avg 20/hr	113	3.75
Productivity Percentage		99%
Average Mileage per Visit		0.0
Mileage Billed per Visit		0
Bad Debt Percentage	0.07%	0.00%
Average Hourly Rate	13.75	15.00

Average Charge per Billable Hour	20.76	23.23
Average Length of Visit	3.89	3.00
BudgetFY2026		



Title Page

Proposal to Provide Homemaker/Personal Care/Respite Care Services

City of Albuquerque

Department of Finance and Administrative Services

Purchasing Division

Request for Proposal 2025-727-YFS-FS

Technical Response

October 31, 2025



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2.1.1 Offeror Identification

Organization Information

Organization Name: New Mexico Consumer Direct Personal Care, LLC, dba Consumer Direct Care Network New Mexico

Office Location: 8220 San Pedro NE, Suite 400, Albuquerque, NM 87113

Nature of Organization: LLC

Subcontractors: None

Name: Margarita Chavez-Sanchez, Regional Director

Email Address: MargaritaCS@ConsumerDirectCare.com

Telephone Number: 505.344.8182 ext. 3535

Compliance

Consumer Direct Care Network New Mexico (hereinafter referred to as Consumer Direct) will comply with all laws listed in solicitation RFP-2025-727-YFS-FS, as well as any other applicable federal and state laws. We agree to perform services within the terms and conditions stated in the Required Contract Terms, however, we would like to discuss the following items:

In RFP Required Contract Terms: Draft Agreement, Consumer Direct would like to negotiate items 19. Ownership, Publication, Reproduction and Use of Material; 23. Termination for Cause; and 24. Termination for Convenience of City. In item 19, we need a carve-out for proprietary materials created in the course of business. In item 23, we expect at least 30 days of notice with an opportunity to resolve any breach or problems that exist in our service, as deemed by the City of Albuquerque, prior to termination. Item 24 offers a 15-day notice for termination without cause, and we believe 30 days is reasonable, though most contracts allow for 90 days.

Receipt of Addenda

We acknowledge that no addenda have been issued for RFP-2025-727-YFS-FS. This confirmation is noted both here and in the City's eProcurement system.

Ability to Carry Insurance

Consumer Direct currently carries and will continue to carry for the duration of the contract, all insurance required by the City of Albuquerque and outlined in the RFP. The following insurances will cover all operations under the contract:

- Commercial General Liability Insurance
 - \$2,000,000 Per Occurrence
 - \$2,000,000 Policy Aggregate
 - \$1,000,000 Products Liability/Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$50,000 Fire Legal
 - \$5,000 Medical Payments



- Commercial Automobile Liability Insurance for no less than \$1,000,000
- Workers' Compensation Insurance for our employees
- Professional Liability (Errors and Omissions) Insurance for no less than \$1,000,000
- Sexual Abuse Molestation Coverage for no less than \$1,000,000

For proof of these insurances, view our Certificate of Insurance in Enclosure A.

2.1.2 Experience

2.1.2.1 Current Experience

Company Experience

Consumer Direct Care Network New Mexico (Consumer Direct) is part of the larger Consumer Direct Care Network family of companies, which has provided self-directed services across the nation for over 30 years. Consumer Direct has served New Mexicans since 2002. Our mission is to provide care and support for participants and families so they can remain in their homes and communities. We currently fulfill this mission by providing several service options throughout New Mexico. We have provided Personal Care Services (PCS) since 2002 and Mi Via Consulting Services since 2006.

Today we serve approximately 1,400 clients and 1,100 caregivers through the Agency-Based Community Benefit (ABCB), Self-Directed Community Benefit (SDCB), the Mi Via Program, and a contract with the City of Albuquerque. We have five offices in the state, with our main office located in Albuquerque. Sixty staff members support our services in urban and rural locations across New Mexico. Our service specialties include fiscal intermediary services, support broker services, and consumer-delegated agency services. We work with many populations including older adults, adults with disabilities, people with intellectual/developmental disabilities (I/DD), medically fragile (MF), brain injury (BI), HIV/AIDS, Veterans, and children with disabilities requiring Long Term Care (LTC). We provide an overview of our current experience here:

- We have provided Homemaker, Personal Care, and Respite services for the City of Albuquerque through this program since 2018.
- Through this program, we help approximately 65 people each month so they may remain independent in their homes and communities.
- Our 23 years of providing services in New Mexico gives us a deep understanding of state and local needs.
- We employ local bilingual and culturally diverse staff.
- Across New Mexico, we support a diverse population of approximately 1,400 clients and 1,100 caregivers.

We are accustomed to providing training to caregivers to ensure they are qualified to provide supportive in-home personal care services. We run the required background checks on caregivers and use our internal proficiency tracker to notify caregivers when they are due for additional training or when a background check is about to expire. We offer PCS in both the



Directed and the Delegated models in New Mexico. We have successfully partnered with the City of Albuquerque for the last seven years, with trained and experienced caregivers providing Homemaker, Personal Care, and Respite Care to individuals in Bernalillo County.

To ensure that our employment and performance standards are compliant, we have established systems in which policies, procedures, and internal controls are rigorously reviewed and updated to incorporate any changes in regulations, procedures, and forms at the federal, state, and local levels. We monitor changes and updates to federal and state labor policies using research, internal control and review audits, working closely with state advocacy and provider associations, and consulting with attorneys for guidance on specific topics when necessary.

Our experience with service provision in New Mexico is extensive. Through multiple contracts providing statewide services, we are honored to serve a diverse population of approximately 1,400 clients and 1,100 caregivers in the state. Beyond statewide PCS, we also provide Support Broker Services through the Self-Directed Community Benefit (SDCB) program and serve as Mi Via consultants. In the Mi Via program, we support individuals by creating and updating service plans, creating emergency/backup plans, and offering information on community services, so individuals are supported to remain in their homes and communities.

The day-to-day functions of this program are performed through our Albuquerque office. We employ staff who speak English, Spanish, and Navajo. We are well-prepared to continue serving people through this program and to support program growth. We will continue to cover all shifts and provide services with our active, trained caregiving staff. We currently employ 11 dedicated caregivers for this program.

We provide additional efficiencies by managing many of our administrative tasks through our management services team in Missoula, Montana. This off-site supporting staff includes the company's Executive team and other administrative resources. Managing administrative functions at an enterprise scale allows our local Albuquerque staff to focus on supporting our clients and caregivers with the highest level of personalized customer service. Our management services team supports the Albuquerque team with payroll, accounting, human resources, quality improvement and quality management, compliance, marketing and communications, training, an IT department, and a legal and risk management department.

Staff Experience

Based in our Albuquerque office, our State Director, Program Manager, Service Coordinator Supervisor, and Direct Care and Service Coordinators, will be actively engaged with this contract. In addition to these positions, a Regional Director and Senior Director also support Consumer Direct operations.

Katrina Hotrum-Lopez is the **State Director** of Consumer Direct in New Mexico. Before joining Consumer Direct in 2025, Ms. Hotrum-Lopez led University of New Mexico Hospital-Metropolitan Detention Center Medical, Dental, and Mental Health Services, where she expanded staff and established an Addiction Treatment Center. Prior to that, Ms. Hotrum-Lopez



served as Cabinet Secretary for New Mexico's Aging and Long-Term Services Department overseeing Area Agencies on Aging, Adult Protective Services, the Long-Term Care Ombudsman Program, and the Aging and Disability Resource Center. She also served as Director of Behavioral Health Services and Director of Substance Abuse Programs for Bernalillo County and held positions including Deputy Cabinet Secretary and Senior Division Director for New Mexico Department of Health and Division Director and State Long-Term Care Ombudsman for New Mexico Department of Aging and Long-Term Services Department. Ms. Hotrum-Lopez manages day-to-day operations, monitors program compliance, and leads all Consumer Direct teams to support home- and community-based services.

Rose Estrada is our **Program Manager**. Ms. Estrada has 17 years of experience with Consumer Direct, including working as Regional Coordinator/Statewide Trainer for PCS, Mi Via, and SDCB. She also has held roles including Operations Supervisor for Support Broker Services, Regional Service Supervisor of Self-Directed/Consultant Services, and Incident Management Coordinator for Support Brokers, Consultants, and Service Coordinators. In addition to her wealth of experience, Ms. Estrada is internationally certified in Person-Centered Thinking, state certified as a statewide trainer for New Mexico's Developmental Disabilities Support Division/Mi Via Critical Incident Management, and nationally certified for Mental Health First Aid Training.

Wendy Lujan, our **Service Coordinator Supervisor**, assists with providing services through the City of Albuquerque. Ms. Lujan has been in important part of the Consumer Direct team since 2019. In her role, she is responsible for supervising daily intake and referral processes, training new hires, conducting client home visit as necessary, and completing billing and data entry tasks. Ms. Lujan is a key point of contact for City of Albuquerque Case Managers.

Also working to support this program is a team of **Service Coordinators** and our **Direct Care Coordinator** (DCC). Our team of Service Coordinators maintain and coordinate client caseloads, coordinate clients' in-home care needs in compliance with federal, state, county, and city regulations and rules, and assist with daily intake and referral processes. They enroll the client, develop the plan, and conduct monthly in-person visits. Service Coordinators play an important role in interacting with clients, ensuring a good match with caregivers. Our DCC handles day-to-day staffing for clients and caregivers. The DCC schedules all shifts, ensuring a proper fit between clients and caregivers. The DCC also assists with hiring and recruiting new caregivers and processing new paperwork and provides initial training to new hires and annual training to existing caregivers.

Additionally, this program has oversight support from **Margarita A. Chavez-Sanchez, Regional Director**. Ms. Chavez-Sanchez possesses extensive knowledge and experience in behavioral health, criminal justice, homeless services, healthcare operations, and administration. Prior to joining Consumer Direct, Ms. Chavez-Sanchez served as Director of Behavioral Health Services at the Bernalillo County Department of Behavioral Health Services. She was hired by Consumer Direct in 2024 as a State Director in New Mexico and quickly advanced to Regional Director for Arizona, Nevada, New Mexico, and Texas. As Regional Director, Ms. Chavez-Sanchez oversees operations, ensuring networkwide compliance and system consistency across the region while



supporting day-to-day operations, client advocacy, and cohesion and collaboration between teams.

Finally, our team in New Mexico reports to **Maxine Hartranft, Senior Director**. Ms. Hartranft has been with Consumer Direct since 2013, advancing to Senior Director in 2024 from Regional Director and prior positions as State Director, Program Manager, Regional Administrative Lead, Timesheet Auditor, and Authorizations Coordinator. She now oversees operations in Alaska, Arizona, Idaho, Nevada, Montana, New Mexico, South Dakota, and Texas. In her role, Ms. Hartranft has worked with large managed care organizations, state Medicaid agencies, and Area Agency on Aging programs. Ms. Hartranft is highly knowledgeable regarding federal, state, and local program requirements and is familiar with the services we provide to the City of Albuquerque and throughout Bernalillo County.

In addition to operational leadership, Consumer Direct's Executive team is available to assist and provide guidance to the program, as they are invested in the successful operations of each program we run. The Executive team includes:

- **Ben Bledsoe, President and Chief Executive Officer**
- **Beth Peterson, Vice President and Chief Operating Officer**
- **Mickey Ogg, Vice President and Chief Strategy Officer**
- **Misty Hansen, Chief Financial Officer**
- **Jim McInnis, Chief Administrative Officer**
- **Steve Rosenbaum, Chief Information Officer**

Resumes for our local, operational, and executive leadership are included in Enclosure B. An organizational chart depicting Consumer Direct's staff resources can be found in section 2.1.4 Management Summary.

2.1.2.2 Past Experience

An addition to our experience providing excellent Homemaker, Personal Care, and Respite services in Bernalillo County for the City of Albuquerque, we provide summaries of other projects similar in size and scope to that required by this RFP. Corresponding letters of reference are included in Enclosure C. The work we do is typically ongoing either through evergreen contracts that automatically renew or contracts that are renewed following a re-procurement.

Denver Council of Regional Governments

Consumer Direct has been providing Veteran Directed Care for clients in Colorado served by the Denver Regional Council of Governments since 2019. We have supported approximately 250 Veterans in the Denver area, assisting them with identifying and choosing their own caregivers. We provide a letter of reference from Jenny Hunnings, Director of Administration and Finance for Denver Regional Council of Governments, in Enclosure C.



Circle of Life Hospice Foundation

Consumer Direct has worked with Circle of Life Hospice Foundation since 2024 and has supported 75 hospice participants with 20 caregivers. We provide caregivers to support with personal care services. We provide a letter of reference from Chaplain Chaz Blackburn, Vice President of the Board at Circle of Life Hospice Foundation, in Enclosure C.

SouthEastern Arizona Governments Organization (SEAGO) Area Agency on Aging

Since 2014, Consumer Direct has worked with SEAGO to provide Attendant Care, Respite, and Housekeeping services. As we do with the City of Albuquerque contract, we recruit, hire, and train caregivers to provide these supports for clients. We serve approximately 50 clients through this contract. The SEAGO contract requires that we monitor the funds allocated to Consumer Direct to ensure we never bill for more than our allocation. To ensure compliance, we track the designated amount of funding authorized by SEAGO, then monitor usage by clients throughout the year, always ensuring we don't exceed the amount allocated. We provide a letter of reference from Carrie Gibbons, Deputy Director of SEAGO, in Enclosure C.

New Mexico Aging & Long-Term Services Department

Our team of trainers in New Mexico recently provided hands-on education for caregivers at the Department's Conference on Aging. We provide a letter of reference from Angelina Flores-Montoya, Deputy Cabinet Secretary of the New Mexico Aging & Long-Term Services Department, in Enclosure C.

Alvarez & Marsal Public Sector Services

In 2024, Alvarez & Marsal was the consultant for the South Dakota Department of Human Services, Division of Developmental Disabilities (DDD), researching and reporting on national vendors to provide statewide financial management services (FMS). Consumer Direct was selected as the vendor for statewide FMS supports for DDD's Family Support 360 program. We support self-directed services for 770 participants and almost 1,000 caregivers in this program. We provide a letter of reference from Erin Leveton, Managing Director at Alvarez & Marsal Public Sector Services, in Enclosure C.

2.1.3 Need for Program

Activities of daily living can be difficult for seniors, and assistance from caregivers with these activities can be essential to helping them remain in their own homes. Many of the seniors receiving supplemental services from the City of Albuquerque and through other programs do so when help from family and friends is not sufficient to stay healthy in their homes. The professional services provided by a caregiver can make the difference between staying at home and moving to an institutional facility. Consumer Direct will provide reliable support services for seniors in Bernalillo County.

Understanding of Eligible Population

According to the U.S. Census Bureau's 2016-2020 American Community Survey (ACS) 5-Year Estimates, amongst Bernalillo County's population aged 65 or older, 11% are living below



poverty and 36% are living with a disability. In 2020, 4%—or approximately 27,000 people in Bernalillo County—resided in rural areas. Bernalillo County has the largest senior population in the state, with an estimated 201,872 residents aged 55 and older per the 2022 U.S. Census.

The “New Mexico Older Adults Needs Assessment” (University of New Mexico, Center for Applied Research & Analysis, 2024) found that New Mexico’s older adult population has grown significantly, as has the vulnerability of that population in terms of living in poverty and having a functional disability that affects daily living. A comparison of the U.S. Census ACS 2013-2017 5-Year Estimate and 2018-2022 5-Year Estimate found increases in the following statewide population levels:

- Older adults 60+ population
- Adults 65+ with any disability
- Adults 65+ with annual household incomes less than 200% poverty
- Adults 65+ who live alone and/or rent their housing
- Adults 65+ with dual Medicare and Medicaid
- Adult households (60+) receiving SNAP
- Adults 60+ in the labor force

The assessment found that rural areas have a significantly higher proportion of vulnerable older adults. At the same time, there have been significant increases in vulnerable older adult populations in urban areas. The needs of the eligible population align with program priorities as targeted by the Older Americans Act, which includes:

- Individuals with greatest social need
- Individuals with greatest economic need
- Low-income minority individuals
- Individuals residing in rural areas

We are experienced in providing services to vulnerable populations, including the aging population and individuals with disabilities. We also have experience providing services to individuals from diverse cultural and linguistic backgrounds in both urban and rural areas.

We hire people from the communities we serve who speak the languages of the people we serve. Many of our New Mexico staff live in Bernalillo County and the majority are bilingual in languages including Spanish or Navajo. When our staff can’t meet language needs themselves, we utilize verbal and written translation services.

Finally, our person-centered approach best meets the needs of the individuals we are serving. The goal of person-centered thinking and planning is to understand the individual and their wants and needs for services. Ultimately, Consumer Direct is committed to providing services to all individuals in need.



Conditions in Community and Needs to Be Addressed

As the senior population grows, the need for resources to support this population increases. We applaud the City of Albuquerque/Bernalillo County Area Agency on Aging's dedication to expanding access to senior services for more individuals through contracts with public and private entities. We hope to continue contributing to increasing access to senior services in Bernalillo County.

Potential factors that make it more difficult for seniors to access services include:

- Not enough caregivers to support a growing aging population
- Some individuals are not aware of the resources available to them
- Language barriers or perceived language barriers
- Lack of or limited transportation
- Rural areas where resources may be less accessible
- Poverty

Gaps and Overlaps in Services

Consumer Direct understands this program is a last resort for some individuals. Many elderly residents of Bernalillo County don't qualify for Medicaid but still require assistance that they cannot afford. We understand the need to provide services for individuals who are ineligible to receive Medicaid support, as it directly affects the health and well-being of both the clients and their families. We also recognize that individuals who have Limited English Proficiency, fall under the poverty threshold, or live in more rural areas may have additional barriers in accessing services. For example, it may be difficult for individuals living in more rural parts of Bernalillo County to visit a meal site or access public transportation.

How This Program Alleviates Gaps and Overlaps

We appreciate the City of Albuquerque/Bernalillo County AAA's dedication to providing services and resources that might otherwise be out of reach. By serving clients with the greatest level of need, including those who are ineligible for care through other agencies, this program is part of a greater solution to help the growing aging population remain in their homes and communities. It complements the existing resources for seniors in Bernalillo County by offering flexibility to address needs and reach individuals, alleviating gaps and overlaps. Other benefits of this program include:

- These services are brought to the individual needing care.
- Times that these services can be provided may be more flexible than other service offerings.
- Services are only provided to individuals who have been referred to the program based on need and eligibility, meaning that these services are available to those who need them the most and who might not otherwise have access or qualify for other services or resources.



- These services benefit individuals who are in a transitional period of needing some help but not yet requiring higher levels of care.
- Services such as respite don't only benefit the individual receiving care. They help prevent caregiver burnout for caregivers or other natural supports who may provide care with few breaks.

Consumer Direct is dedicated to providing services to help people remain in their own homes. We seek out programs that are designed to do just that, which is one of the reasons we are enthusiastic about the opportunity to continue providing these services to the City of Albuquerque. We recognize how much people value being able to remain in their own homes and communities and that without these important services the quality of life for some individuals would diminish.

At Consumer Direct, we focus on finding, collaborating, and complementing available community resources to help individuals receive the care they need. Our extensive experience providing these services and other similar services across New Mexico has given us insight into the value of the services offered through this program.

2.1.4 Best Practices

Consumer Direct strives to exceed expectations in all areas serving clients. We apply proven approaches and best practices to all aspect of service delivery including the following:

- Person-centered customer service
- Mental Health First Aid (MHFA)
- Health Insurance Portability and Accountability Act (HIPAA) compliance and Protected Health Information (PHI) privacy standards
- Fraud, abuse, exploitation, and neglect prevention
- Disaster recovery plan
- Quality Assurance

Person-Centered Customer Service

We are committed to providing high-quality customer service to the people we serve and to operating in a way that results in the best outcome for them. We train our staff on person-centered customer service so that they consider the wants and needs of the person receiving services. We are proud of our long history promoting person-centered planning and training. Starting with our mission to provide care and support for people in their homes and communities, we approach our service delivery knowing that clients are happiest and healthiest when they have choice and control over the services they receive. Our team is trained in person-centered practices. Our Program Manager, Rose Estrada, provides annual and as-needed training to our New Mexico staff members. Ms. Estrada is internationally certified in Person-Centered Thinking, state certified as a statewide trainer for New Mexico's



Developmental Disabilities Support Division/Mi Via Critical Incident Management, and nationally certified for Mental Health First Aid Training.

Timely service delivery is a critical component of person-centered care because it ensures that participants have control and choice over when and how their services are provided. By delivering services promptly, we support positive outcomes and respect the participant's ability to direct their own care. We always start service within the timeframe requested by our agency or MCO partners. As a current provider for this program, we begin services in two but no more than four days of receiving a referral. We conduct home visits in order to provide high-touch, face-to-face communication to ensure clients are in-the-know regarding their own care. In fact, we conduct care conferencing with all members of the client's care team so everyone is on the same page.

Finally, our scheduling practices are designed to pair caregivers with clients so that clients receive services when they need them. We employ backup caregivers to ensure that clients are able to have care when they need it.

Mental Health First Aid

Consumer Direct has implemented Mental Health First Aid (MHFA) training for our staff, equipping them with the skills to identify, understand, and respond to signs of mental health and substance use challenges. Staff members learn how to recognize the common signs of mental health and substance use challenges, how to provide support during a crisis, and how to connect someone with professional help. The approach of MHFA is based on the belief that people experiencing mental health and substance use challenges can and do get better and can use their own strengths to stay well. Regional Director Margarita Chavez-Sanchez, Program Manager Rose Estrada, and Service Coordinator Supervisor Wendy Lujan are all trainers for MHFA. By providing our team with more tools to handle a variety of situations, we can better serve individuals in the City of Albuquerque.

HIPAA Compliance and PHI Privacy Standards

Confidential Information Procedure and Compliance

Consumer Direct is committed to safeguarding the privacy of health information and is vigilant in ensuring ongoing compliance with HIPAA. We follow all state and federal laws, including HIPAA and related laws and privacy rules, including those related to Protected Health Information (PHI), Personally Identifying Information (PII), Medicaid data, public health, emergency preparedness, Health Information Technology (HIT), genetic information, and other laws and rules.

Our Quality Management team ensures that we remain HIPAA compliant through quarterly evaluations and comprehensive annual reviews of each of our programs. We update systems, policies, procedures, and internal controls to maintain services provided with quality and



according to program-specific requirements. In this process, an office inspection is performed to make certain that each office meets all requirements for HIPAA and other compliance issues.

Our policies ensure that PHI is stored safely, maintaining PHI accessibility only to those given clearance and protecting information from being shared beyond those approved for access. Our experienced IT technicians actively support, automate, and put into effect HIPAA's security requirements throughout our computer systems.

Additionally, IT works closely with the Legal, Privacy, Risk, and Quality Improvement departments to ensure HIPAA security breaches are prevented. To date, our security measures have been highly effective and include:

- Storing electronic confidential information and electronic PHI in encrypted form.
- Transmitting in-transit, electronic, and PHI data through secure tunnels.
- Storing paper-based PHI, to the extent that it exists, in secure locations and once scanned, storing in secure electronic form.
- Storing information on multiple secured servers in different geographic locations to protect the information in the event of a disaster.
- Establishing designated roles and associated responsibilities to limit access to PHI and assure HIPAA compliance.
- Maintaining system capabilities to allow quick and easy internal functions to institute immediate changes to access levels per changes of employment or job responsibilities.
- Protecting access by password, requiring a new password at regularly scheduled intervals, recording inappropriate and attempted logins, and automatically logging off inactive users.
- Incorporating multifactor authentication tools.
- Encrypting relevant emails through Proofpoint, the gold standard for email encryption, to ensure confidentiality.
- Recording and reviewing of activity and information systems to identify and respond to unauthorized access.
- Including written policies, procedures, and internal controls in our HIPAA manual, explicitly segregating duties for all tasks related to processing payroll, and annual independent CPA reviews of our internal controls.
- Providing initial and annual training on HIPAA, PHI, and PII for all Consumer Direct staff.

Fraud, Abuse, Exploitation, and Neglect Prevention

Our strong fraud prevention program focuses on prevention, detection, and response. Reports of fraud or abuse fall under our larger Critical Incident Reporting (CIR) process and steps to investigate, resolve, and report suspected occurrences of fraudulent or abusive activity are in line with our CIR process.

Fraud prevention starts with education. Our staff are trained to identify and report fraud, waste, and abuse. In addition to initial training during the onboarding process, our staff have



annual refresher trainings on this content. Orientation materials and trainings for clients and caregivers include information on what fraud is, types of fraud, how to report fraud, and ramifications for committing fraud.

Activities that make up the detection components of our program include internal reviews, methods for reporting fraud, monitoring visits, and remaining vigilant. We promote vigilance and accountability in reporting potential fraud. Suspected fraud can be reported to our Consumer Direct staff.

Consumer Direct performs a thorough review of time submitted for payment. All detection components of the program are documented and tracked. In response to potential fraud, Consumer Direct is a mandatory reporter. We encourage reporting no matter the consequences. We always report potential fraud to appropriate state and federal fraud units. When needed, we will discipline or retrain individuals and employees. We quickly update processes and information when identifying gaps in fraud prevention and reporting.



Consumer Direct is a mandatory reporter in all the programs we operate. As a mandatory reporter, it is important to maintain a system for reporting on critical incidents, and we will continue this practice in a manner compliant with New Mexico regulations regarding mandatory reporting for providers. We report critical incidents which may include alleged abandonment, abuse, and neglect.

Disaster Recovery Plan

Ensuring service provision without interruption is one of Consumer Direct's highest priorities. Our high-availability network, cross-trained nationwide staff, and our remote work capability bolster our ability to provide continuity of operations and recovery from emergencies, natural disasters, and pandemics. Our approach to continuity of operations is built on the following strategies.

Employee Training: All personnel receive annual emergency response training pertinent to their location. Training at minimum includes building fire drills and may also include location-specific trainings related to floods, volcanoes, earthquakes, wildfires, or other regional needs.

Business Continuity Plan: Our offices have office-specific business continuity plans to prepare essential staff, key systems, and functions to maintain operations during an emergency.



Features include a call plan, key personnel, external contacts, event/responsibility matrix, critical equipment, contingency location(s), data center contingency, staffing contingency, testing, and a site data matrix. We can also provide support for state-based program offices as needed from other offices around the nation.

Contingency Plans: We develop contingency plans to ensure continued operations when unexpected disruptions occur. Our staffing structure is designed to eliminate single points of failure whenever possible. Among our Operations personnel, many are cross trained for fluency with similar programs. Our regional structure of Operations leadership enables familiarity across programs, allowing personnel to quickly provide back-up support to other teams. By creating a strong chain of trained and knowledgeable personnel, we work to eliminate situations in which a single state office is the only source of program support.

Protection and Security of Data: The testing and audits we perform are essential to protect and secure data activity. We conduct primary audits covering all spectrums of IT including infrastructure, vulnerability management, application and system vulnerability tests, governance, and controls. Our testing processes are comprehensive and cover the frameworks of National Institute of Standards and Technology (NIST), HIPAA, System and Organization Controls (SOC), and Sarbanes-Oxley (SOX) audits. Annually, we perform:

- SOC2 Type II certification
- Security audit that includes internal and external penetration testing, application penetration testing, physical security audit, HIPAA controls audit, vishing and phishing audit/testing
- HITRUST certified facilities (data centers) and platforms
- SOX compliance audit over core financial systems
- Payor assessments/audits as required

We maintain digital redundancy with two data centers – one in Herndon, Virginia, and another in Lynnwood, Washington. The data centers operate and are monitored 24 hours a day and safeguard complete data capture. The data centers provide services to handle data, voice, network, program management, and financial management services.

Voice, Messaging, and Email Services: Due to the criticality and timeliness of voice, messaging, and email services, live backups of this data are made to the secondary data center servers for Teams and Outlook Exchange. During an interruption to the primary data center, voice and email can be restored within 30 minutes. In addition to our back-ups to voice, messaging, and email services, Consumer Direct informs clients, caregivers, and service partners of any disruptions of services during disasters. As necessary, our Communications team can send out update emails and text notifications with details relating to an emergency and any resulting outages. We may also post updates on our social media pages and website as necessary. Operations leadership will also attempt direct contact with city staff.

Periodic Review of Key Systems, Activities, and Processes: As part of Consumer Direct’s internal review process, emergency plans are reviewed annually or as needed. Regular testing and review processes are also utilized, including the following:

- Software backups are tested bi-weekly.
- Generator is on a weekly test run and full-load test yearly.
- Internet connections are monitored internally and externally.
- External monitoring creates call-tree events that notify contacts if there are outages.
- Business continuity plan is reviewed, tested, and updated annually or as needed.
- New business continuity plans are produced whenever we add services.

Quality Assurance

Consumer Direct consistently delivers high quality services. Throughout our company, we have integrated quality assurance practices to strengthen internal controls and promote efficiency. We approach monitoring and quality assurance activities in multiple ways. Local leadership staff and administrative staff have defined roles and responsibilities. At the corporate level, we further divide roles and responsibilities between a Quality Management (QM) team and a Quality Improvement (QI) team. QM focuses on all quality assurance-related tasks, while process improvement tasks are overseen by QI. Consumer Direct delivers high-quality services on a consistent basis in part because the operations and administrative staff focused on quality assurance complement each other while also providing the necessary arms-length oversight required to be effective.



The QM and QI departments work separately from the program-based operations staff to prevent conflicts of interest and preserve objectivity in the review process. The QM and QI departments work hand in hand to administer annual customer satisfaction surveys, perform annual program reviews, collect, analyze, and deliver actionable program metrics, and assist local leadership to ensure services meet program requirements. QM performs annual reviews of program specific performance standards and federal, state, program, and internal requirements/best practices. This is done by first reviewing findings internally, then sharing the findings with local leadership and assisting as necessary to help local teams make improvements and achieve compliance.



The outcome of our internal quality assurance reviews ensures the accuracy of our systems, processes, and records, and has resulted in external audits with minimal to no negative findings. For example, we passed our last audit performed by the City of Albuquerque with a score of 100%. The audit found no deficiencies in our compliance standards or services. This is a testament to Consumer Direct's ability to provide services with high standards and comply with laws, rules, and regulations.

2.1.3 Proposed Approach to Tasks in Scope of Services

3.1 Referrals

Consumer Direct recognizes that Homemaker/Personal Care/Respite Care clients will be referred to us by the Area Agency on Aging or its Case Management Program designees through case plans. These plans indicate the specific service activities to be provided, the number of hours, the frequency of services to be offered, and the duration of services for each client. We are already accustomed to accepting these referrals as an existing provider for the City of Albuquerque. We closely monitor authorized services for the people we serve, ensuring that services are provided in accordance with the case plans. Case plans are stored securely in the client's electronic file.

3.2 Funding

Consumer Direct understands that the amount of funds available under this solicitation is approximately \$625,000, including gross receipts tax earned through an hourly rate for the direct services provided. We also recognize that the availability of such funds is subject to receipt of funding by the City and that additional funds outside those identified in this RFP may be made available during the contract period and at the discretion of the City's Department of Family and Community services.

3.3 Target Delivery

Consumer Direct understands that the provisions set forth in the Older Americans Act target the delivery of all services to older individuals with greatest economic need or social need and older individuals at risk for institutional placement. We also recognize particular targeting toward low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

As an existing provider of these services in Albuquerque, we are accustomed and experienced providing services to clients who fall within these categories. We also recognize that we are unable to serve individuals unless we have received a referral and case plan for the Area Agency on Aging or its Case Management program designees.

3.4 Purpose

All funds awarded under this solicitation will be used to enable frail older persons to remain independent in their homes or under their caregiver's care to help them avoid or delay institutionalization. Services funded under this solicitation will not replace existing Homemaker,



Personal Care, or Respite Services, or replace funds available to support existing services requested.

3.5 General Provision

Consumer Direct currently meets and will continue to meet all general provisions outlined in the scope of services. This means we:

- a. Provide services only to clients referred by the Area Agency on Aging or its designee, in a timely and consistent manner, and according to specifications regarding service activities to be provided, the number of hours, and frequency and duration of services for each client.
- b. Recognize that Homemaker and Respite Care services may require the delivery of Personal Care Services including the services of a Home Health Aide when identified in the client's case plan.
- c. Maintain all documentation on individual clients served including times and dates services were received as confirmed by the client or caregiver upon completion of each visit.
- d. Recognize that the City's Department of Family and Community Services reserves the right to make modifications to any agreement awarded as result of this RFP should policies and procedures governing the Older Americans Act Program at the federal, state, or local level change or warrant modification.

3.6 Homemaker/Personal Care/Respite Services

Consumer Direct is submitting this technical proposal for all three services—Homemaker, Personal Care, and Respite Care. The uploads of this technical proposal in the City's eProcurement system are identical.

Service A—Homemaker Services

Consumer Direct currently provides assistance with routine housekeeping tasks to help clients maintain independence in their home. We serve clients across New Mexico, including Bernalillo County, with laundry, making and changing their bedding, washing dishes, vacuuming, dusting, mopping, cleaning bathrooms and kitchens, cleaning appliances, removing trash, washing inside their windows, assisting with menu planning, and any other tasks as assigned in their case plan. Upon initial receipt of the approved case plan, our Service Coordinator develops a detailed care schedule to deliver the number and duration of housekeeping tasks as outlined. A copy of the signed case plan is kept in the client's file and is given to the client.

Service B—Personal Care Services

Consumer Direct currently provides assistance with routine personal care services to help clients maintain independence in their home. For this program and in other programs where we provide services, we assist clients with bathing, shampooing, toileting, shaving, oral care,



nail care, dressing, skin care, ambulation, transfers, mobility assistance, prompting or cuing, turning and positioning, medication reminders, preparing snacks/meals, feeding, and encouraging fluids. Upon initial receipt of the approved case plan, our Service Coordinator develops a detailed care schedule to deliver the number and duration of personal care services as outlined. A copy of the signed case plan is kept in the client’s file and is given to the client.

Service C—Respite Care Services

In addition to already providing respite care in Bernalillo County, we offer respite as temporary relief to primary caregivers in Alaska, Arizona, Montana, and Nevada. We will continue to offer the following respite care tasks upon the award of the new contract: companionship, emotional support, and supervision to assure safety, as well as stepping in for any immediate tasks typically provided by the primary caregiver, as outlined in the client’s case plan. Upon initial receipt of the approved case plan, our Service Coordinator will develop a detailed respite care schedule to deliver the number and duration of respite services as outlined. A copy of the signed case plan will be kept in the client’s file and is given to the client.

3.7 Service Delivery	These Scope of Services sections are included in section 2.1.6 Service Delivery, Staff Training, and Recordkeeping Requirements starting on page 21.
3.8 Staff Requirements	
3.9 Recordkeeping Requirements	

3.10 Federal Compliance

Consumer Direct complies and will continue to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). We certify that we will establish, publish, and post a statement of our policies and requirements on maintaining a drug-free workplace that complies with the “Drug-Free Workplace Act of 1988” (P.L. 100-690). We will continue to require that all caregivers/providers of services under this agreement comply with the workplace requirements of the act.

3.11 Responsibilities of Service Providers Under Area Plans

3.11.a Providing Services to the Targeted Population

Consumer Direct affirms that to the maximum extent feasible, we will continue to provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas according to their need for services. We will not provide services to individuals unless they have been referred to us by the AAA. We are accustomed to providing services to all individuals who fall into these groups.

We take a person-centered approach when providing services. This means that our staff works with the client to understand their wants and needs. Our staff are trained to be culturally sensitive when interacting with the people we serve. Many of our staff are bilingual and are



from the communities we serve. When our staff can't meet language needs themselves, we utilize verbal and written translation services. Finally, we are experienced in providing services to individuals who live in rural areas in Bernalillo County and across the rest of the state.

3.11.b Reporting Danger

When appropriate and with the consent of the older person or their representative, Consumer Direct will notify the appropriate officials including Adult Protective Services, for follow-up, conditions, or circumstances that place the client, or their household, in imminent danger. We have policies and procedures for when these situations occur, and the safety of the older person is of the utmost importance to us. Our staff are trained to recognize changes in the client's health situation. Our staff are also trained to recognize abuse, neglect, and fraud and to assist older persons if they are being mistreated or harmed.

3.11.c Arranging Services for Weather Related Emergencies

Consumer Direct affirms that when feasible and appropriate, we will make arrangements for the availability of services for clients in weather-related emergencies.

3.11.d Assist Clients in Taking Advantage of Benefits Under Other Programs

When appropriate, Consumer Direct will assist clients in taking advantage of benefits under other programs whether they be other City of Albuquerque programs, county programs or state programs. Consumer Direct is knowledgeable about other programs that can support individuals in need and will direct clients to the resources that may help them.

3.11.e Unnecessary Duplication of Services

Consumer Direct will ensure that services are coordinated with other appropriate services in the community and will not unnecessarily duplicate services provided by other sources. We will ensure that our services are performed in accordance with the client's case plan.

2.1.4 Management Summary

City of Albuquerque staff will continue to interface with Wendy Lujan, our Service Coordinator Supervisor, and our Service Coordinators. Responsibilities of staff who are dedicated solely to the City of Albuquerque—the Service Coordinator Supervisor, Service Coordinators, and Direct Care Coordinator—are highlighted below.

Service Coordinator Supervisor responsibilities:

- Supervise daily program operations
- Supervise daily intake and referral processes
- Maintain and coordinate a caseload of clients
- Provide training

Service Coordinator responsibilities:

- Explain the program
- Enroll new members



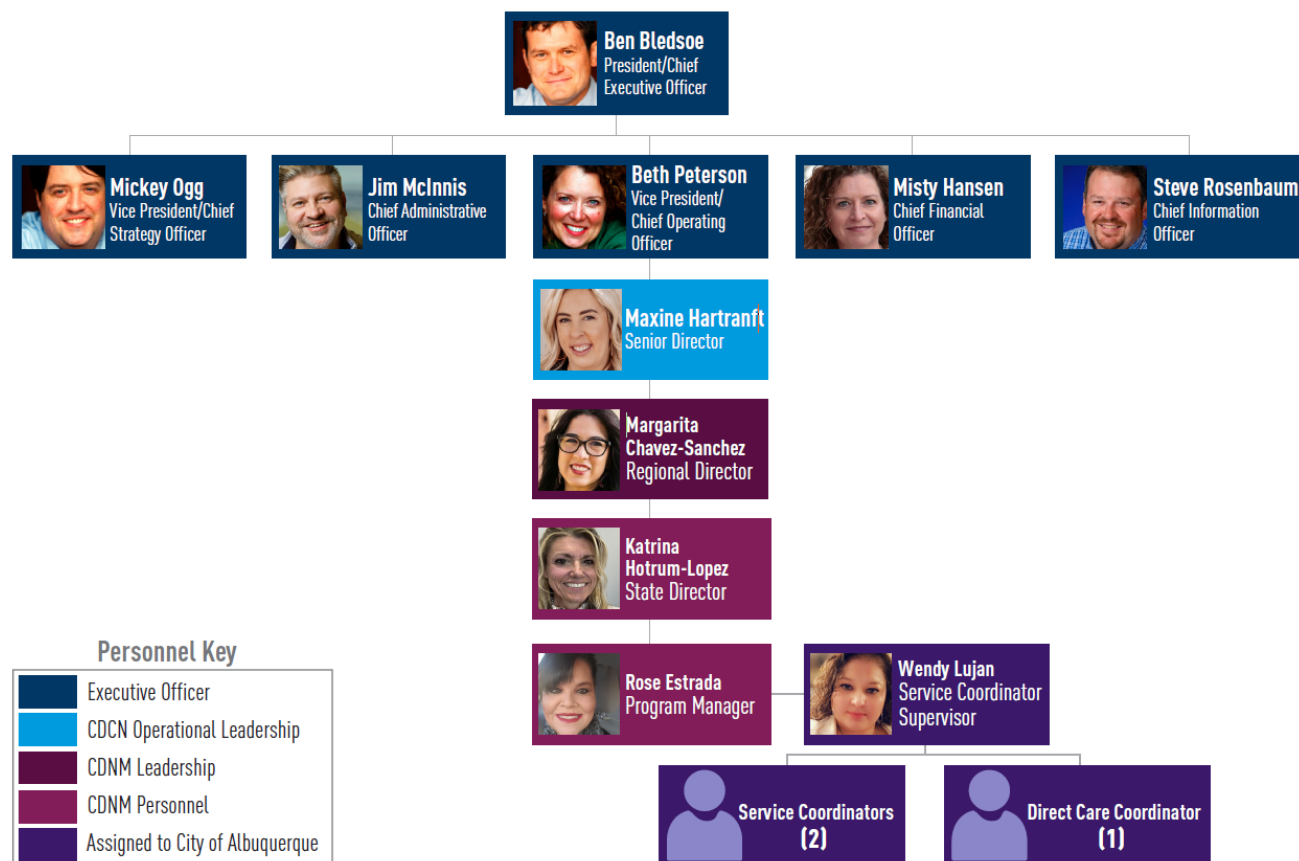
- Process paperwork
- Review background check results for caregivers
- Schedule services for clients
- Review client case plans
- Perform monthly monitoring visits

Direct Care Coordinator responsibilities:

- Coordinate day-to-day staffing of the clients and caregivers
- Schedule shifts
- Ensure proper fit is made between client and caregiver
- Assist with hiring and recruiting new caregivers and processing new paperwork
- Provide training assistance for caregivers

Based in our Albuquerque office, our State Director Katrina Hotrum-Lopez and Program Manager Rose Estrada will also be actively engaged with this contract. Ms. Hotrum-Lopez and Ms. Estrada will be directly supported by our Regional Director Margarita Chavez-Sanchez and our Senior Director Maxine Hartranft. Our Executive team is also available to provide support and address concerns of the city. As a collaborative partner, we will work with the City of Albuquerque to ensure that individuals who are receiving services through this program receive high-quality services. The following organizational chart depicts the staff resources available to the City of Albuquerque.

CDCN-City of Albuquerque Organizational Chart



2.1.5 Monitoring and Evaluation Plans

Consumer Direct's commitment to providing high-quality services relies on monitoring and evaluating service delivery and client satisfaction. Our local Direct Care Coordinator is in charge of caregiver assignment and scheduling and ensures that service delivery occurs as it should.

Additionally, our Quality Improvement (QI) team sends an annual satisfaction survey to all our clients. Aggregated satisfaction survey results and feedback are analyzed for trends, strengths, and areas needing improvement. This information is compiled into a report and presented to the Senior Director, Regional Director, State Director, and Consumer Direct's Executive team. If trends or issues do not meet program requirements or expected company best-practice standards, Consumer Direct will initiate a corrective action plan to identify strategies and deadlines for immediate improvement with local office staff. Solutions to identified issues are incorporated into our ongoing quality improvement processes, policies, procedures, and internal controls, as appropriate.



In 2025, Consumer Direct Care Network New Mexico received an overall client satisfaction rating of 4.7 out of 5.0 for Personal Care Services.

In addition to monitoring survey results, our Customer Experience team tracks other metrics to improve services and ensure compliance with program requirements by utilizing our Customer Relationship Management (CRM) system and our CXOne system. CRM logs, tracks, and flags interactions, complaints, and resolutions. CXOne records interactions, monitors service quality, and tracks key performance metrics. Communication records logged by CRM provide insight into previous conversations so we can identify trends. CXOne allows us to report statistics of individual queues. For example, separate queues can be set up to handle communications with us related to a specific program, or to handle communications based on the language spoken by the individual communicating with us. Additionally, reporting can be customized based on specific program requirements. These reports are collated in a dashboard that will be monitored by the State Director.

When a client chooses Consumer Direct as a provider, they should feel confident that they will get services delivered as promised. If there is a problem, Consumer Direct wants to address it quickly and solve the problem. Consumer Direct is committed to maintaining its responsiveness to the needs and concerns of our clients.

2.1.6 Service Delivery, Staff Training, and Recordkeeping Requirements

3.7 Service Delivery

3.7.a-c Providing Services According to the Case Plan

As an established provider in Albuquerque, Consumer Direct can continue to deliver services to the clients the City of Albuquerque serves throughout Bernalillo County with ease. Consumer Direct is accustomed to receiving referrals from agencies or Case Management Program (CMP) staff to provide services for clients. We will provide these services to clients within two (2) to four (4) business days of receipt of the referral case plan, confirming with the CMP that services have been initiated at the designated time.

All cases are reviewed once a week. Our staff monitor care needs daily for the purpose of tracking and scheduling the care. If the assigned caregiver is unable to provide care, we send out the on-call caregiver. If the on-call caregiver is not available, we immediately notify the member and the City of Albuquerque Case Manager.

We strictly adhere to the predetermined case plan in order to provide the approved services for the duration and frequency detailed in the case plan and we recognize that the city does not pay for costs associated with services other than those approved by the CMP. If a circumstance is to occur where we cannot provide services in the specified period, we will contact the CMP immediately. We will prioritize these services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.



3.7.d Notifications of Interruption in Services

Our key indicator of quality is the efficient and accurate delivery of services. If an interruption in service delivery occurs, we strive to inform the affected parties as soon as possible. Regardless of the circumstance, our staff will verify that the Case Manager, client, and caregiver all have the necessary information. We maintain contact information for all relevant parties associated with each client so that we can notify the appropriate individuals when interruption of services occurs. In addition, we maintain records of when and to whom these notifications are provided within our CRM system.

3.7.e Monitoring Provision of Services

Consumer Direct staff will monitor the provision of services provided to adhere to established client case plans. Clients will be informed of the services they have been approved for and our staff and systems will ensure that services are provided in accordance with the case plan.

Our systems quickly update to reflect changes made to the case plan. As an internal control, our administrative staff reviews and processes service authorizations and maintains client information in our systems to ensure services are being provided according to case plans.

Our robust systems and processes manage and record every service delivery transaction including time worked, services delivered, and payments. We have sophisticated internal controls for verifying time worked. All time submissions are subject to the unique business rules for the program and payor involved. These rules automatically evaluate what services the client can be provided as per their case plan.

3.7.f Maintaining Documentation of Background Checks

Consumer Direct has an established system to fully process, conduct, and maintain background checks on all prospective caregivers according to state and federal laws and regulations. We are accustomed to adopting federal, state, and program-specific background screening tools to verify that all caregivers hired for work in clients' homes are not on any exclusion lists. We run checks on all prospective caregivers through the Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) and the National Sex Offender Registry. We will run all required background checks within the required timeframe upon receipt of the prospective caregiver's completed background check authorization. Results are maintained in their electronic file and exclusions are noted within their electronic profile to prohibit future hire.

As a condition of employment or contract, any newly hired staff must submit to checks required to provide direct client care or to directly supply clients with a good or service. We recognize the need for checking multiple systems for the most thorough results. Our Document Review team reviews required documentation, including background check results to ensure that all required checks have been completed with appropriate results. Using our proficiency tracker report, we track the outcomes of screenings and ensure that all screenings have been completed in a timely manner. Using our proficiency tracker, we stay current with expiring background checks or qualifications and alert caregivers when they need to update their



background checks. We maintain the results of caregiver background checks in their electronic HR record.

Finally, we utilize an "Ok to Work" process to ensure all requirements are met before care is provided. The "OK to Work" process at Consumer Direct involves completing all required hiring activities, verifying qualifications through system processes and manual reviews, and ensuring all documentation is accurate and present. Employees are notified of their "OK to Work" status once all requirements are met and cannot provide paid services until they receive this notification.

3.8 Staff Requirements

Consumer Direct understands that success in any program begins with qualified personnel who have completed comprehensive training. We offer MHFA training, and our New Mexico caregiver staff also are required to complete a minimum of 10 hours of initial training and 10 hours of ongoing training annually. We base our training on the "In The Know" caregiver training program (www.knowingmore.com), which provides comprehensive, easy-to-understand trainings on the range of topics required to support fragile seniors to stay safely in their homes.

Trainings include:

- Cooking
- Dementia
- Diabetes
- Working with difficult and combative people
- Dressing and grooming tips
- Food preparation and safety
- Incontinence
- Nutrition for the elderly
- Substance abuse
- Understanding Alzheimer's disease
- Understanding COPD
- Understanding seizures
- Using assistive devices
- Tuberculosis and infection control

As mentioned in section 2.1.4 Best Practices, we also train caregivers on healthcare fraud, waste, abuse, and exploitation. Our staff are trained on the concepts of person-centered thinking and planning. Our Program Manager, Rose Estrada in Mexico is a nationally certified person-centered thinking trainer who provides ongoing trainings to all our staff members at least annually. Excellent and thorough training at the outset of a caregiver's introduction to working with frail seniors is essential to establishing good work practices and protocols.



3.9 Recordkeeping Requirements

Recordkeeping

Consumer Direct is experienced in finding the right caregivers for clients, and at maintaining all records related to caregiver/client contact. We are experienced in collecting this service delivery information through paper timesheets, as well as Electronic Visit Verification (EVV) in New Mexico. Upon receiving an initial case plan, and upon the completion of each visit, we will verify that the client has provided us with a signed statement. Whether we collect client information and caregiver timesheets through paper or digital submission, we securely maintain all pertinent information which can later be summarized in a report: client name, service type(s) received, date/time of service, and duration of service.

Reporting

Consumer Direct is accustomed to meeting diverse agency reporting needs, which are deliverable through secure FTP, web site, email, electronic portable media, and standard mail. Reports are customizable according to the City of Albuquerque's specifications, made available in real time or as archived data, dependent on the City's preferences. All reporting requests are evaluated to ensure compliance with HIPAA security and privacy requirements prior to distribution. Consumer Direct logs all report requests and deliveries to identify user and date of delivery. We can access information across our platforms to deliver a comprehensive and tailored reporting experience to users.

Consumer Direct is experienced at creating customized reports based on any number of criteria. Working with the City, we will continue to provide reports to the Area Agency on Aging with specific data points either using report criteria already in use or building new standards for data collection as required by changes. We look forward to continuing to report key data to the City of Albuquerque to ensure continued program success and contract compliance.

Billing

Consumer Direct's Claims team is well-equipped to accurately and efficiently bill the Area Agency on Aging according to their billing codes and protocol. We are already experienced in submitting claims for this program. We have adapted to claims submission, remittance, and secure information exchange processes for many states, health plans, and alternate payer systems. With each new program we serve, we apply industry standard information exchange to include claims sent, payments received, and eligibility information. Through the use of industry standard information exchange, our systems can be adapted to work with any payer system. Our claims submission process is directly linked to our internal accounting systems, which are modified for each new program according to specific business rules. Business rules are put in place for claims submission and time entry to guide both processes and keep them within specific program parameters. Business rules guide our Billing staff for accurate and timely claims submission and help to limit and prevent user error in the submission process. Our Claims team will work directly with the Area Agency on Aging to submit claims timely and accurately.



2.1.7 Limitations

We have no limitations regarding service delivery in Bernalillo County.



Enclosure A: Certificate of Liability Insurance



MONTHEA-08

TROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Missoula Office Marsh McLennan Agency LLC P.O. Box 4386 Missoula, MT 59808	CONTACT NAME: Traci Ross PHONE (A/C, No, Ext): (406) 532-5841 FAX (A/C, No): E-MAIL ADDRESS: Traci.Ross@MarshMMA.com														
INSURED New Mexico Consumer Direct Personal Care, LLC 1120 Pennsylvania St NE, Suite 100 Albuquerque, NM 87110-7408	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER C: Property and Casualty Ins Co of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Illinois Union Insurance Company	27960	INSURER B: Philadelphia Indemnity Insurance Company	18058	INSURER C: Property and Casualty Ins Co of Hartford	34690	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X	MLP G72597321 004	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PHPK2609165	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE DED \$ RETENTION \$		XFL G72597333 004	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	41WNS21202	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.		MLP G72597321 004	10/1/2025	10/1/2026	Occurrence \$ 1,000,000
A	Sexual Misconduct		MLP G72597321 004	10/1/2025	10/1/2026	Aggregate Sublimit \$ 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Cyber Liability Coverage - Carrier: Beazley and Homeland Security Co. of New York - Effective 2/6/25 - 2/6/26 - Total Limit \$10,000,000 PF-57121 Additional Insured						

CERTIFICATE HOLDER City of Albuquerque Dept of Financing and Administrative Services PO Box 1293 Albuquerque, NM 87103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CHUBB®

**ADDITIONAL INSURED – PRIMARY, NON-CONTRIBUTORY
(WHERE REQUIRED BY WRITTEN CONTRACT)**

Named Insured Consumer Direct Holdings, Inc.			Endorsement Number 3
Policy Symbol MLP	Policy Number G72597321 003	Policy Period 10/01/2024 to 10/01/2025	Effective Date of Endorsement 10/01/2024
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**HEALTHCARE FACILITIES GENERAL LIABILITY COVERAGE PART
HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART**

XGENERAL LIABILITY COVERAGE PART

XPROFESSIONAL LIABILITY COVERAGE PART

Additional Premium: \$ Included

In consideration of the additional premium set forth above (if applicable), the policy is amended as follows:

A. If GENERAL LIABILITY COVERAGE PART is selected above, then the policy is amended as follows:

1. At Section II. WHO IS AN INSURED by adding the following to Subsection B.:

Any natural persons or organizations with which the Named Insured has a written contract, if such written contract requires that this policy include such natural person or organization as an additional "insured" hereunder, but solely with respect to such additional "insureds" liability for "bodily injury", "property damage" or "personal and advertising injury" caused by an "occurrence" or offense that was caused solely by:

- You or your "employees" acting on your behalf; and
- Within the scope of your duties to and performed on behalf of such additional "insured".

However, the insurance afforded to such additional "insured" will not be broader than that which the Named Insured is required by the written contract to provide for such additional "insured".

2. At Section V. ADDITIONAL CONDITIONS by adding the following to B. Other Insurance, Item 2:

- Solely with respect to any such additional "insured" afforded coverage by this endorsement, if other valid insurance is available to such additional "insured" for any liability covered by this endorsement, then:
 - This policy shall cover such liability on a primary basis; and
 - We will not seek contribution from such other valid insurance available to the additional "insured", provided however, that subject to the General Aggregate Deductible and any Policy Aggregate Deductible shown in the Declarations, our obligations under this policy are excess of the Each Occurrence Deductible shown in the Declarations.

B. If PROFESSIONAL LIABILITY COVERAGE PART is selected above, then the policy is amended as follows:

1. At Section II. WHO IS AN INSURED by adding the following to Subsection B.:



Any natural persons or organizations with which the Named Insured has a written contract, if such written contract requires that this policy include such natural person or organization as an additional "insured" hereunder, but solely with respect to "healthcare professional services" performed by you or on your behalf for such additional "insured".

However, the insurance afforded to such additional "insured" will not be broader than that which the Named Insured is required by the written contract to provide for such additional "insured".

2. At Section **V. ADDITIONAL CONDITIONS** by adding the following to **C. Other Insurance**, Item 2:

- Solely with respect to any additional "insured" afforded coverage by this endorsement, if other valid insurance is available to such additional "insured" for any liability covered by this endorsement, then:

- a. This policy shall cover such liability on a primary basis; and
- b. We will not seek contribution from such other valid insurance available to the additional "insured",

provided however, that subject to the Professional Liability Aggregate Deductible and any Policy Aggregate Deductible shown in the Declarations, our obligations under this policy are in excess of any Each Professional Incident Deductible shown in the Declarations.

- C. The coverage afforded by this endorsement to such additional "insured" shall be limited to "bodily injury", "property damage", "personal and advertising injury" or "professional incidents" which occurred or were committed after the written contract between such additional "insured" and the Named Insured has been executed by both parties and such written contract must be in effect during the Policy Period. Coverage for such additional "insured" shall terminate as of the expiration of such written contract.
- D. If the Limits of Insurance stated in the Declarations exceed the limits of insurance required by such written contract, then the insurance provided by this endorsement shall be limited to the limits of insurance required by such written contract. This endorsement shall not increase the Limits of Insurance stated in the Declarations.
- E. If General Liability (either Occurrence or Claims-Made) is selected, the coverage provided shall not apply to any coverage under any Employee Benefits Liability, Non-Owned Automobile Liability or Hired/Non-Owned Automobile Liability endorsements annexed to this policy.
- F. Where no coverage shall apply herein for the Named Insured, no coverage or defense shall be afforded to such additional "insureds".
- G. This endorsement only applies to and amends coverage under this policy, including any other Additional Insured Endorsements thereto. If this policy contains any other Additional Insured Endorsements, then those endorsements remain in effect and are only amended by the terms of this endorsement with respect to those additional "insureds" that this endorsement applies to.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read "J. Lupica", is written over a horizontal line.

JOHN J. LUPICA, President
Authorized Representative



Enclosure B: Staff Resumes

Executive Team



Ben Bledsoe

President/Chief Executive Officer (CEO)

Mr. Bledsoe's career path from caregiver to CEO gives him a comprehensive understanding of service provision extraordinary in today's healthcare industry. With a background as a Peace Corps Volunteer in Tonga, he began his journey with Consumer Direct Care Network as a caregiver in 2004. He became a Program Manager in Arizona in 2006, then returned to our Missoula, Montana, headquarters in 2009 as Vice President of Operations. In 2012, he was named CEO. Committed to ensuring that the people we serve have choice and control over the lives they lead, Mr. Bledsoe's dedication to home and community based services, interest in business efficiencies, and international, executive, and practical field experience help Consumer Direct thrive as today's self-direction services industry leader.

As President/CEO since 2012, Mr. Bledsoe:

- Directs vision and goals for Consumer Direct's national family of companies providing self-directed in-home care services
- Oversees all finances and operations in 14 states
- Maintains relationships with federal, state, and local government officials, appointees, staff, and other partners
- Collaborates with managed care organizations on partnerships and new services
- Presents company initiatives internally and externally
- Makes and approves policy, personnel, investment, and strategic decisions
- Leads Executive team
- Reports to the Board of Directors of Consumer Direct Holdings, Inc. (CDH)

Employment History

Vice President of Operations | Consumer Direct Care Network | 2009-2012

- Managed quality assurance measures for programs in 12 affiliated companies
- Oversaw operations of nine companies in multiple states
- Implemented internal review procedures and tools
- Developed fraud prevention program
- Tracked and trended feedback to improve systems and address problems
- Supervised electronic documentation systems and reports
- Supervised Risk Management, Human Resources, and Development departments
- Identified new business opportunities and led responses to requests for proposals
- Chaired Quality Improvement committee
- Oversaw and led special projects



Program Manager | Consumer Direct Personal Care Arizona | 2006-2009

- Developed self-directed models of care in Pima, Santa Cruz, and Maricopa counties
- Initiated financial management services for several counties
- Communicated and collaborated with local and state program officials
- Assisted in securing contracts throughout Arizona
- Maintained operations and cohesion of Arizona offices including financial, procedural, regulatory, and human resource components
- Managed and supervised an office supporting over 350 employees

HR Associate | Nightingale Nursing and Caregiving | 2004-2006

- Trained staff to provide personal care for over 50 clients with developmental, physical, or emotional disabilities
- Conducted company orientation for new employees
- Handled newspaper and online advertising for open job positions
- Audited timesheets for Medicaid payments
- Provided support for emergency on-call tasks
- Participated in the Safety Committee

Caregiver | Nightingale Nursing and Caregiving | 2004

- Provided in-home personal care to clients in northwest Montana

Education

M.S. Health Administration, Kennedy Western University

B.A. Sociology, University of Virginia



Beth Peterson

Vice President/Chief Operating Officer (COO)

Ms. Peterson's focus on improving care for individuals with developmental disabilities includes 33 years of supporting people with disabilities and more than 22 years of experience administering financial management and supports broker services, incorporating management of service delivery, billing, accounts payable, and payroll. With a dedication to providing self-directed care that began with a high school job in a nursing home, she has been leading person-centered practices training since 1995. Ms. Peterson joined Consumer Direct in 2010 as a Program Manager, advancing next to Regional Manager, and becoming COO in 2013. As Vice President/COO, Ms. Peterson manages the operational implementations of new state programs and supervises operations in the 14 states where we provide services, directing all aspects of program service delivery, quality improvement, training, and claims.

As Vice President/COO since 2013, Ms. Peterson:

- Oversees program operations of companies providing services in 14 states
- Manages Quality Improvement, Claims, and Training departments
- Develops and implements policies and procedures companywide
- Supports implementation and development of new and existing programs
- Provides customer service and relationship management to service partners
- Implements person-centered planning techniques, philosophies, and training

Employment History

Regional Director | Consumer Direct Care Network | 2012-2013

- Supervised program operations of companies in four states
- Oversaw development and implementation of new services
- Developed and implemented policies and procedures
- Provided customer service and relationship management
- Created trainings of person-centered planning techniques and philosophies

Program Manager | Consumer Direct Care Network | 2010-2012

- Led review of contract with Department of Human Services to recertify Fiscal Management Agencies for State of Minnesota
- Led special projects related to accounts receivable, document management and maintenance, and system efficiencies
- Provided customer service and relationship management to service partners

Director of Services – Fiscal Management Agency | Partners in Community Supports | 2005-2010

- Supervised business operations with annual revenue over \$16 million
- Provided service to over 600 families within six programs
- Developed and implemented policies and procedures



- Provided training to all employees on service delivery, participant-directed services, and person-centered services

[Support Services Supervisor – Developmental Disabilities | Dakota Communities Inc. | 1991-2005](#)

- Supervised services and employees providing participant care
- Managed development and implementation activities
- Managed employee training and development
- Managed budget and operations for over 20 different homes
- Provided support broker services to over 20 families using consumer-directed services

Education

Post-Baccalaureate Education, St. Catherine University
B.S. Psychology, College of St. Benedict



Mickey Ogg

Vice President/Chief Strategy Officer (CSO)

Mr. Ogg's 18 years with Consumer Direct Care Network have been distinguished by his quick and thorough mastery of a wide variety of roles. He joined Consumer Direct in 2007 as a Special Projects Coordinator, in which he developed business plans and implemented a document management system. He advanced to Quality Improvement Manager in 2009, to Chief Commercial Officer in 2014, then Chief Development Officer in 2015 overseeing procurements, business relationships, human resources, and government relations. In 2023 he was named Vice President/CSO – a title reflecting his broad expertise across diverse and substantive domains. Mr. Ogg has overseen implementation of our programs in Tennessee, Washington, Virginia, Washington DC, and Colorado, and successfully directed us through our first companywide rebranding initiative. As implementation executive for the Consumer Directed Employer program in Washington, he administered our transition of 45,000 participants and 57,000 caregivers. In addition to acting as implementation executive for new projects, Mr. Ogg manages Consumer Direct's Business Development, Government Relations, and Labor Relations teams.

As Vice President/CSO since 2023, Mr. Ogg:

- Leads companywide business development, sales, marketing, and communications strategies, and manages the Business Development team
- Manages the Government Relations team including monitoring and responding to state and federal policy research and legislative changes
- Manages the Labor Relations team including outreach, bargaining, and grievance resolution
- Serves as implementation executive for new projects

Employment History

Chief Development Officer | Consumer Direct Care Network | 2015-2023

- Served as implementation executive for Consumer Direct's Washington program, other new contracts, and overall business growth
- Oversaw companywide business development, sales, marketing, human resources, government relations, and policy and legislative engagement strategies
- Oversaw new business opportunity coordination, proposal response development, and implementation of new programs nationwide

Chief Commercial Officer | Consumer Direct Care Network | 2014-2015

- Oversaw internal quality assurance review for over 20 programs
- Managed policy analysis, new business development, marketing, and community relations departments companywide
- Oversaw new business opportunity coordination, proposal response development, and implementation of new programs



Chief Compliance Officer | Consumer Direct Care Network | 2011-2014

- Managed Quality Assurance team
- Worked closely with all 11 State Directors and Program Managers in annual audits and ongoing regulatory compliance review
- Developed a comprehensive understanding of state regulations and program operations in multiple state environments

Quality Improvement Manager | Consumer Direct Care Network | 2009-2011

- Guided internal reviews and compliance efforts across multiple state programs
- Monitored existing policies, procedures, and state rules and regulations to ensure operational compliance

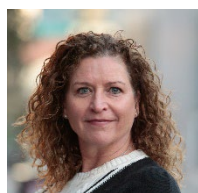
Special Projects Coordinator | Consumer Direct Care Network | 2007-2009

- Developed business plans and implemented a document management system

Education

M.B.A., University of Montana

B.A. History, University of Washington



Misty Hansen

Chief Financial Officer (CFO)

Ms. Hansen has almost 25 years of experience in the healthcare finance industry, spanning self-directed financial management services, hospitals and acute care, physician practices, outpatient clinics, skilled nursing, assisted and independent living, residency programs, and insurance plans. Prior to joining Consumer Direct, she served as the CFO of an integrated academic medical center, leading the organization through significant strategic initiatives, mergers, and acquisitions. Ms. Hansen was also the CFO of a large operator of senior living communities. She joined Consumer Direct as CFO in 2024, bringing a comprehensive understanding of the complex components of healthcare that enables her to effectively develop and execute creative strategies to improve health care delivery by providing higher quality care along with a better client experience at a lower cost. Ms. Hansen oversees finance and accounting, including the Analytics and Business Intelligence team as well the Controller/Accounting team.

As CFO since 2024, Ms. Hansen:

- Analyzes future needs and develops business models to increase efficiency
- Provides fiscal analysis and data support to evaluate programmatic changes and trends
- Oversees the Analytics and Business Intelligence team while providing supporting data and analysis required to ensure programs continue to operate efficiently
- Oversees accounting, banking, cash management, and financial reporting

Employment History

Chief Financial Officer | Watermark Retirement Communities | 2016-2024

- Provided financial oversight of more than 80 senior housing communities with multiple ownership structures, with revenues in excess of \$700 million
- Oversaw all corporate functions relating to accounting, finance, information technology, human resources, recruiting, licensing, compliance, and risk management
- Increased number of communities managed by more than 300% through acquisitions and development, with total assets under management at over \$4 billion
- Implemented new financial reporting, budgeting, and payroll systems and processes

Chief Operating Officer | Ruiz Investment Group/Trinity Management Company | 2015-2016

- Oversaw operations at 11 multi-family housing communities with revenues of \$30 million
- Implemented updated human resources processes and a quantitative evaluation process using business objectives
- Implemented technology solutions to automate business processes and create efficiencies



Positions Including CFO, Vice President, Treasurer, Controller, and Chief Accounting Officer | Banner Health, University of Arizona Health Network and Subsidiaries (UAHN), University Medical Center Corporation (UMCC), and University Physician's Healthcare (UPH) | 2001-2015

- Acted as senior negotiator between UAHN, University of Arizona, and Banner Health
- Helped lead merger of UMCC and UPH and creation of UAHN including evaluation and communication of financial implications
- Helped develop a new brand, creation of values, mission, and vision, new governance structure, and strategic plan
- Merged two professional liability captive insurance companies, involving a risk sharing agreement with the State of Arizona
- Created the Safety Net Care Pool, providing funding for 22,000 children through passage of legislation, negotiations with CMS, and development of protocols
- Negotiated Inter-Governmental Agreement with Pima County
- Fostered positive operating results, reinvestment in facilities, and support for strategic endeavors

Manager | Arthur Andersen LLP | 1998-2001

- Led assurance engagements for companies of varying sizes and industries, including academic medical centers, Medicaid programs and plans, hospitals, pharmacy benefit managers, and regional behavioral health providers

Senior Accountant | Lipsey, Millimaki & Company, LLC | 1995-1997

- Completed tax preparation and planning for audits, reviews and compilations, corporations, and benefit plans

Education and Certifications

M.B.A., University of Phoenix

B.S. Finance, Saint Mary's College of California

Certified Best on Board – Board Governance Training

Certified Public Accountant, California



Jim McInnis

Chief Administrative Officer (CAO)

As Consumer Direct's CAO since 2021, Mr. McInnis provides a wealth of professional and personal knowledge and experience to Consumer Direct Care Network, strengthened by his willingness and drive to learn, to lead, and to help. He has 25 years of hands-on experience building and scaling healthcare organizations with a community focus. Before coming to Consumer Direct, Mr. McInnis developed and led teams who implemented consumer-directed programs in over 25 states, serving over 120,000 consumers, managing a workforce of over 300,000 caregivers, and over \$3 billion of managed care organization and Medicaid funds. He is also a parent of a person with a disability and understands the impact of innovative homecare through his own personal experience.

As CAO since 2021, Mr. McInnis:

- Oversees Human Resources, Legal, Payroll, and Tax teams
- Provides input for business and strategic planning
- Oversees resource allocation and budgeting
- Responsible for overall reporting and audit activities to ensure compliance with regulatory agencies
- Ensures accurate and appropriate processing of policies and results

Employment History

Vice President | MedAcuity Software, LLC | 2020-2021

- Implemented multiple new management platforms and capabilities to scale business
- Led management team in execution of strategic and operating plans to promote innovation initiatives
- Managed profit and loss

Chief Operating Officer | 4Winds Equity Advisors | 2019-2020

- Managed due diligence and acquisition analysis
- Oversaw ASC 606 reviews
- Managed board development
- Created strategic business plans in collaboration with management
- Built tactically compelling budgets for rapid growth

Chief Administrative Officer | Public Consulting Group | 2017-2019

- Led complex agreements with Managed Care Organizations (MCOs) and state agencies/governments
- Oversaw three national product lines of over 100,000 accounts, strategic enterprise initiatives, and union workforce relations
- Negotiated pricing, SLAs, data security/SOC, and CRs
- Directed account management, human resources, audit, and legal teams and provided updates to the President and Board of Directors



Chief Financial Officer | Public Consulting Group | 2007-2017

- Led complex agreements with MCOs and state agencies/governments
- Oversaw three national product lines of over 100,000 accounts, strategic enterprise initiatives and union workforce relations
- Negotiated pricing, SLAs, data security/SOC, and CRs
- Directed account management, HR, audit and legal teams

Director of Financial Services & Delivery | Public Consulting Group | 2005-2007

- Digitally transformed shared services and streamlined customer journeys
- Motivated and led teams to innovate and create capabilities and services for MCO and state/government customers
- Achieved business's first profitable quarter and led business development, generating over \$8 million annual growth

Manager, Finance & Program Delivery | Public Consulting Group | 2000-2005

- Led six client-facing teams across multiple states in fast-growing national practice
- Led teams to design, test, and deploy specialized ERP systems in government markets
- Led cross-functional teams across operations, PMO, and business development
- Launched new product line and led double digit sales growth for five years

Associate, Public Policy Research | Boston Municipal Research Bureau | 1996-2000

- Published original research and analysis on City of Boston's operating and capital budgets (\$1.8 billion) and collaborated with public officials to improve program effectiveness and efficiency
- Researched findings frequently reported in newspapers and mass media

Associate, Investor Relations – Biotechnology & Pharmaceuticals | Feinstein Partners | 1994-1996

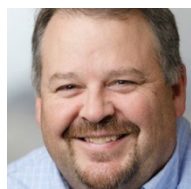
- Produced investor communications including press releases, company descriptions, and presentations
- Conducted research on venture capital private placements and presented findings via mass media
- Supported industry trade group

Education

M.B.A., Clark University

B.A. Political Science, Northeastern University

B.A. Law and Legal Studies, Northeastern University



Steve Rosenbaum

Chief Information Officer (CIO)

Mr. Rosenbaum's collaborative approach to technological solutions has helped guide Consumer Direct's success since he joined us in 2014. Bringing with him 15 years of experience in software design and business management, he was initially hired as Billing Manager, then quickly advanced to Senior Director – Claims, then on to Senior Director – Systems, where he directed technology solution development initiatives from design through implementation and operations and oversaw the Infrastructure, Data, Project Management, and IT Support teams. Named CIO in 2024, Mr. Rosenbaum leads companywide IT and data strategy development, security, and delivery, and manages Consumer Direct's IT teams and Project Management Office.

As CIO since 2024, Mr. Rosenbaum:

- Develops and supports companywide information technology and data strategy
- Leads technology and data security and delivery
- Oversees IT teams including Enterprise Data, Engineering Support, and Architecture
- Oversees the Project Management Office

Employment History

Senior Director – Systems | Consumer Direct Care Network | 2019-present

- Oversaw the Infrastructure, Data, Project Management, and IT Support teams
- Directed technology solution development initiatives from design through implementation and operations
- Engaged appropriate partners and resources to envision and deliver IT solutions
- Organized internal staff and vendor resources to deliver cost-effective solutions
- Ensured IT solutions adhered to company standards and security, capacity, and performance requirements
- Ensured IT solutions adhered to state and federal requirements

Senior Director – Claims | Consumer Direct Care Network | 2015-2019

- Managed a cross-functional team of 90-100 employees
- Responsible for tracking, billing, and claim reconciliation for all shifts processed
- Responsible for processing over five million shifts and over two million claims annually

Billing Manager | Consumer Direct Care Network | 2014-2015

- Managed a team of 25-30 employees responsible for all accounts receivable and billing functions
- Responsible for the billing activities of all 20 companies across multiple states, and for processing payment of more than 100 different payors

Owner | Rosenbaum Remodeling | 2007-2014

- Worked with local customers on residential remodeling work
- Created updated and new kitchens, bathrooms, basements, cabinetry, and tile
- Worked with subcontractors to provide a total solution



Director of Technology | Inland Northwest Space Alliance | 2005-2007

- Responsible for all aspects of technology throughout the company
- Managed technical partnership for remote sensing demonstration focused on emergency medicine (LifeGuard), which resulted in a biomedical startup company attempting to take the resulting product to market
- Led project to build and deploy a communications trailer allowing remote schools to communicate with scientists at NASA using a multimedia video conferencing system
- Built IT infrastructure with biometric badge-based security system management

Senior Program Manager/Principal Consultant/Resource Manager | Microsoft | 2004-2005

- Responsible for business analysis and design for IT systems specific to Microsoft
- Worked as lead analyst to design system changes for user experience and effectiveness
- Led pipeline tracking and follow-up, sales quotas, and individual utilization
- Provided technical pre-sales, project management, staffing, and mentoring for Microsoft Business Solutions Consulting team members

Team Leader/Senior Consultant/Support | Great Plains Software | 1992-2001

- Provided consulting and technical support to troubleshoot and determine requirements for successful customer system implementation
- Created components for custom programming solutions to complete customer implementation

Education

B.S. Computer Science and Business Administration, Concordia College



CDCN Operational Leadership



Maxine Hartranft

Senior Director

Ms. Hartranft has been with Consumer Direct Care Network since 2013, advancing to Senior Director in 2024 from Regional Director, State Director, Program Manager, Regional Administrative Lead, Timesheet Auditor, and Authorizations Coordinator. As Senior Director, Ms. Hartranft oversees operations in Alaska, Arizona, Idaho, Montana, Nevada, New Mexico, South Dakota, and Texas. She has experience working with large Managed Care Organizations (MCOs), state Medicaid agencies, and Area Agency on Aging programs. She has attained and implemented several business lines and contracts with MCOs throughout the southwest. She has also managed multiple cross-departmental system implementations and integrations, including implementations with several Electronic Visit Verification vendors. Ms. Hartranft is highly knowledgeable regarding federal, state, and local program requirements and uses her experience and knowledge to provide superior service and expertise.

As Senior Director since 2024, Ms. Hartranft:

- Directs operations in Alaska, Arizona, Idaho, Montana, Nevada, New Mexico, South Dakota, and Texas in a manner that supports company strategic anchors and thematic goals
- Analyzes profit and loss statements, creating and executing strategic business plans to maintain positive financial health
- Oversees program compliance with federal, state, company, and contract requirements
- Maintains positive relationships with partners including high-level state Medicaid officials, health plan executives, clients, and more
- Establishes key performance indicators for team members and implements accountability tools to track progress
- Effectively manages the implementation of new software programs and business solutions
- Manages cross-departmental system implementations and integrations, including implementations with multiple home health Electronic Visit Verification vendors
- Strategically implements and maintains new business partnerships

Employment History

Consumer Direct Care Network | 2013-2024

- Achieved promotional advancement from positions including Regional Director, State Director, Program Manager, Regional Administrative Lead, Timesheet Auditor, and Authorizations Coordinator

Patient Service Representative | Ottobock Orthopedic Services | 2012-2013

- Oversaw the delivery, inventory, and general management of Durable Medical Equipment (DME) throughout southern Arizona



- Assisted in maintaining and managing commercial contracts with Skilled Nursing Facilities, Rehab Facilities, Hospitals, and other healthcare facilities
- Provided direct patient support in homes and communities to ensure effective use of DME
- Provided accurate and timely documentation of DME equipment delivery to ensure reimbursement from health insurance companies and Medicare
- Maintained compliance with CMS and other health insurance requirements

Certified Chiropractic Assistant | Northwest Health Solutions | 2011-2012

- Greeted incoming patients, collected and applied payments to patient accounts, and maintained accurate records of all payments received
- Answered inquiries pertaining to chiropractic services, insurance coverage, payments, and more
- Scheduled patients for various medical procedures for multiple doctors including chiropractic care, pain management, and massage therapy
- Tracked and trended patient statistics for doctors within the practice and provided data monthly
- Performed insurance verifications for various private health insurance companies to ensure chiropractic services could be reimbursed
- Uploaded health records into Electronic Health Records software

Server | Splendido at Rancho Vistoso | 2007-2011

- Provided professional, friendly, and engaging service to elderly nursing home residents while creating and building long-lasting rapport
- Adhered to strict safety and sanitation policies to uphold proper health standards
- Managed multiple orders in a point-of-sale system to coordinate successful delivery of meals
- Skillfully addressed complaints and concerns from residents in a timely manner to achieve high customer satisfaction

Education and Certifications

B.S. Business Management, Western Governor's University

A.A., Pima Community College

Certified Dementia Practitioner, National Council of Certified Dementia Practitioners

People Manager Qualification, Society for Human Resource Management



Margarita A. Chavez-Sanchez

Regional Director

Ms. Chavez-Sanchez possesses extensive knowledge and experience in behavioral health, criminal justice, homeless services, healthcare operations, and administration. Prior to joining Consumer Direct Care Network, Ms. Chavez-Sanchez served as Director of Behavioral Health Services at the Bernalillo County Department of Behavioral Health Services. She was hired by Consumer Direct in 2024 as a State Director in New Mexico and quickly advanced to Regional Director for Arizona, Nevada, New Mexico, and Texas. As Regional Director, Ms. Chavez-Sanchez oversees operations, ensuring network-wide compliance and system consistency across the region while supporting day-to-day operations, client advocacy, and cohesiveness and collaboration between teams.

As Regional Director since 2024, Ms. Chavez-Sanchez:

- Directs daily operations in Arizona, Nevada, New Mexico, and Texas, ensuring compliance, operational efficiency, and financial health in services provided
- Coaches and mentors state directors to implement systemic solutions and drive companywide consistency
- Collects and analyzes regional score cards, dashboards, and key performance indicators
- Conducts business in accordance with state, federal, Managed Care Organization, and contract requirements
- Collaborates with regional partners regarding delivery of services and operations
- Leads and monitors deliverables and ensures timely completion of projects

Employment History

State Director | Consumer Direct Care Network | 2024

- Responsible for New Mexico's day-to-day operations to support the overall goals of the company
- Oversees the development and continuation of all policies and processes
- Collaborates directly with stakeholders regarding the delivery of services
- Ensures that we continuously provide excellent service to clients, employees, and third-party organizations, including the MCOs
- Guides and supports the leadership team to create a cohesive work environment

Independent Contractor | 2023

- Researched, prepared, and submitted local, state and federal grant applications
- Drafted organizational policy, protocol, and procedures
- Facilitated and conducted organizational and department-specific strategic planning
- Conducted data collection, analysis, and reporting
- Researched and conducted organizational and community needs assessments, policy briefs, press releases, and white papers



Director of Behavioral Health Integration and Expansion | First Choice Community Healthcare | 2023

- Managed behavioral health services staff and operations for nine First Choice clinics
- Managed fiscal impact of department budget
- Ensured timely billing and maintained relationships with MCOs and other partners
- Worked with leadership to ensure adherence to federal, state, and local regulations
- Drafted and implemented policies and procedures and orientation/training materials
- Developed strategic plan including objectives on measurable timeline
- Oversaw provider productivity, data collection, and analysis and conducted audits

Director for Behavioral Health Services | Bernalillo County Department of Behavioral Health Services | 2019-2022

- Oversaw operations including onsite substance misuse services and Behavioral Health Initiative community-based programs
- Managed a budget of over \$40 million and more than 150 department staff
- Oversaw application through award of State of New Mexico Crisis Triage licensure
- Oversaw capital improvement and master plan development of CARE campus
- Represented department in county, state, and legislative meetings
- Established and maintained relationships with community members, community providers, elected officials, and healthcare institutions at local, state, and federal level

Assistant Director for Behavioral Health Services | Bernalillo County Department of Behavioral Health Services | 2018-2019

- Developed, reviewed, and implemented policies, procedures, rules, and regulations
- Managed direct service provision for clients with mental health and substance use needs
- Developed and maintained department-wide programming to include cost benefit analysis, budget management, and fiscal analysis for onsite and community-based services
- Managed \$22 million budget and evaluated fiscal impact of over 30 contracted providers
- Established and maintained relationships government officials, community members, health providers, tribal liaisons, community advocates, and faith-based groups

Special Project Coordinator for Behavioral Health | Bernalillo County Department of Substance Abuse Programs | 2015-2018

- Prepared reports for mental health and substance abuse project proposals
- Supervised staff for contract compliance and reporting
- Developed and maintained policies and procedures and rules and regulations
- Engaged with government officials, stakeholders and other community members

Education

M.H.A., University of New Mexico

M.S. Community Health Education, University of New Mexico

B.U.S. Community Health and Exercise Science, University of New Mexico



CDNM Leadership



Katrina Hotrum-Lopez

State Director

Ms. Hotrum-Lopez joined Consumer Direct Care Network in 2025 as New Mexico State Director. She most recently led University of New Mexico Hospital-Metropolitan Detention Center Medical, Dental, and Mental Health Services, where she expanded staff and established an Addiction Treatment Center. Prior to that, Ms. Hotrum-Lopez served as Cabinet Secretary for New Mexico's Aging and Long-Term Services Department overseeing Area Agencies on Aging, Adult Protective Services, the Long-Term Care Ombudsman Program, and the Aging and Disability Resource Center. She also served as Director of Behavioral Health Services and Director of Substance Abuse Programs for Bernalillo County and held positions including Deputy Cabinet Secretary and Senior Division Director for New Mexico Department of Health and Division Director and State Long-Term Care Ombudsman for New Mexico Department of Aging and Long-Term Services Department.

As State Director, Ms. Hotrum-Lopez:

- Manages day-to-day operations for Consumer Direct in New Mexico, ensuring alignment with Consumer Direct's strategic goals
- Directs client enrollment, assessment, and supervisory visit processes to support home- and community-based services
- Oversees staff training and supervision, promoting a cohesive work environment and delivering excellent client services
- Manages program scorecards, dashboards, and key performance indicators
- Identifies and implements process improvements to streamline workflows and enhance overall program performance
- Ensures compliance with federal, state, managed care organization, and program rules

Employment History

Executive Director | University of New Mexico Hospitals-Metropolitan Detention Center (MDC) Medical, Dental, and Mental Health Services Provider | 2023-2025

- Led MDC's Health Care Services, including physical and behavioral health services
- Directed activities including financial forecasting, decision support analyses, business planning, and research coordination
- Coordinated assigned activities with other divisions, departments, outside agencies, and in accordance with the MDC Health Authority
- Collaborated to design a health care services delivery model

Cabinet Secretary | New Mexico Aging and Long-Term Services Department | 2019-2023

- Appointed by Governor Lujan-Grisham and confirmed by the State Senate in 2019
- Served as the head of the 260-person agency with a \$63 million annual budget, overseeing Area Agencies on Aging, Adult Protective Services, State Long-Term Care Ombudsman Program, and Aging and Disability Resource Center



- Advocated on behalf of the department with local government officials, other state agencies, the state legislature, and the legislative finance committee

[Director, Behavioral Health Services | Bernalillo County | 2016-2019](#)

- Directed department of 140 staff with a \$30 million budget, providing behavioral health services, crisis and stabilization services, mental health in- and out-patient services, and numerous supportive housing programs
- Developed and implemented the Bernalillo County Behavioral Health Initiative
- Received the National Council on Mental Health 2020 Innovation Achievement Award

[Director, Substance Abuse Programs | Bernalillo County | 2010-2016](#)

- Managed 67 employees who managed and directed community-based out-patient addiction treatment programs, sober living, and sobering services programs

[Deputy Cabinet Secretary | New Mexico Department of Health | 2007-2010](#)

- Directed operations of the Office of Facilities Management, which oversaw seven state-run health care facilities, and the Developmental Disabilities Services Division

[Senior Division Director, Developmental Disabilities Services Division and Division of Health Improvement | New Mexico Department of Health | 2006-2007](#)

- Ensured federal compliance with Centers for Medicaid and Medicare Services (CMS) regulations for all state, licensed long-term and intermediate care facilities
- Managed the developmental disabilities central registry providing emergency allocations and gap services for those with critical needs

[Director, Division of Health Improvement | New Mexico Department of Health | 2004-2006](#)

- Managed staff and budget to ensure that all health care agencies and facilities outlined in the NM Public Health Act were providing patient-focused, high-quality resident care in accordance with state regulations, the Joint Commission standards, and CMS regs

[Division Director, Elder Rights | New Mexico Aging and Long-Term Services Department | 2004](#)

- Worked closely with the Cabinet Secretary on elder policy initiatives
- Managed the long-term care ombudsman program, Medicare Fraud Patrol program, Medicare Options counseling, and state benefits and LTSS waiver services

[State Long-Term Care Ombudsman | New Mexico Aging and Long-Term Services Department | 2002-2004](#)

- Managed statewide operations of the Ombudsman Program

[Associate State Long-Term Care Ombudsman | New Mexico Aging and Long-Term Services Department | 1998-2002](#)

- Supervised all regional volunteer coordinators, oversaw volunteer activities and trainings, and collaborated with Adult Protective Services and the Department of Health

Education and Certifications

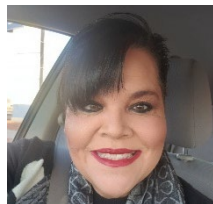
M.A., University of New Mexico

B.A., University of Alaska-Fairbanks

Lean Six Sigma, White, Yellow, and Green Belt



CDNM Personnel



Rose Estrada Program Manager

Ms. Estrada, Consumer Direct Care Network's Program Manager for Personal Care Services in New Mexico, has 17 years of experience with this program and others, including working as Regional Coordinator/Statewide Trainer for Personal Care Services, Mi Via, and Self-Directed Community Benefit services. Other roles include Operations Supervisor for Support Broker Services, Regional Service Supervisor of Self-Directed/Consultant Services, and Incident Management Coordinator for Support Brokers, Consultants, and Service Coordinators. In addition to her wealth of experience, Ms. Estrada is internationally certified in Person-Centered Thinking, state certified as a statewide trainer for New Mexico's Developmental Disabilities Support Division/Mi Via Critical Incident Management, and nationally certified for Mental Health First Aid Training.

As Program Manager since 2023, Ms. Estrada:

- Oversees day-to-day operations for 23 staff to ensure compliance with all Personal Care Services (PCS) deliverables
- Ensures compliance with federal, state, and managed care organization (MCO) rules and regulations
- Manages daily intake and referral processes, local payroll processes, and accounts receivable processes
- Manages the provision of continuous excellent service to clients, employees, and third-party organizations including MCOs
- Coordinates staff training and provides organizational leadership
- Manages day-to-day operations, client advocacy, program scorecard, dashboard, and key performance indicators
- Operations Supervisor for Support Brokers Services programs
 - Oversees day-to-day operations of 23 staff to ensure compliance with all program deliverables
 - Oversees all training programs
 - Works with MCOs and with New Mexico Department of Health for external audits

Employment History

Regional Service Supervisor | Consumer Direct Care Network | 2015-2023

- Oversaw compliance for Self-Directed/Consultant Services for New Mexico
- Ensured all training deliverables required by the state and MCOs were met
- Regularly worked with audit teams with MCO and state entities
- Billing Associate/Administrative
 - Submitted billing
 - Provided completion for accounts receivable



- Incident Management Coordinator from 2015-2019
 - Managed incidents for all Support Brokers/Consultants and Service Coordinators
 - Acted as liaison with MCOs and government agencies as requested
 - Served as certified statewide trainer for New Mexico Developmental Disabilities Support Division Mi Via Critical Incident Management

Regional Coordinator/Statewide Trainer | Consumer Direct Care Network | 2008-2023

- Supervised 11 Consumer Direct Care Network New Mexico staff members, including Consultants/Support Brokers, Program Coordinators, and administrative staff
- Organized and implemented statewide training for staff and facilitated all Mi Via/Self-Directed Community Benefit (SDCB) program new hire trainings
- Educated Consultants/Support Brokers and Program Coordinators regarding their roles and responsibilities in self-direction
- Facilitated caseload for multiple members and participants
- Built Service and Support Plans (SSPs), annual budgets, and revisions of budgets for Mi Via and SDCB programs
- Served as certified Incident Management trainer for SDCB
- Utilized Incident Management System to report all abuse, neglect, and exploitation
- Assisted participants and members with being successful in self-direction
- Assisted with services with the financial management agency, third-party assessor, durable medical equipment providers, and MCOs
- Facilitated all statewide Employer of Record forums for members and participants
- Completed quarterly reviews for Mi Via, SDCB, and PCS
- Provided caseload distribution for all programs

Branch Manager | First Community Bank | 2002-2008

- Supervised six banking staff
- Processed and approved personal, commercial, and mortgage loans
- Interviewed, hired, trained, and terminated branch employees
- Trained in risk management

Translator | Migrant Special Education Program | 2000-2002

- Developed educational curricula for children with disabilities
- Trained in Crisis Intervention for children
- Participated in home visits to work on behavioral supports and alternative approaches

Education and Certifications

Business Administration with a minor in psychology (in process), New Mexico State University

Non-Violent Crisis Intervention

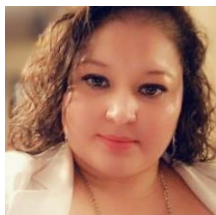
Person-Centered Planning

Critical Incident Management

Certified Statewide Trainer for DDSD/Mi Via Critical Incident Management

Person-Centered Thinking International Certification

Mental Health First Aid Training National Certification



Wendy Lujan

Service Coordinator Supervisor

Ms. Lujan has been an important part of the Consumer Direct Care Network team since 2019. She provides excellent customer service to the people we serve. Ms. Lujan plays a key role service provision for the City of Albuquerque and is one of the city's main points of contact. She oversees our staff and caregivers, ensuring a smooth delivery of Homemaker, Respite, and Personal Care Services.

As Service Coordinator Supervisor since 2021, Ms. Lujan:

- Supervises daily intake and referral processes
- Provides training to new hires and oversees employees
- Supervises day to day operations and advocates on behalf of clients
- De-escalates calls
- Conducts client home visits as necessary
- Attends job fairs
- Completes billing and data entry and communicates with City of Albuquerque Case Managers

Employment History

Direct Care Coordinator I | Consumer Direct Care Network | 2021

- Scheduled caregivers to meet clients' in-home care needs in compliance with regulations, managed care organizations, and City of Albuquerque program
- Assisted with daily intake and referral of caregivers
- Assisted in hiring and recruiting new caregivers and processing new caregiver paperwork
- Conducted weekly new hire orientations
- Scheduled and provided annual required trainings for caregivers
- Completed outbound call to request current driver's license, auto insurance, or any expired documents based on the program
- Attended job fairs

Administrative Coordinator I | Consumer Direct Care Network | 2019-2021

- Provided excellent customer service to internal and external clients
- Screened and routed phone calls to the appropriate person/department
- Complied with applicable legal requirements, standards, and policy and procedures
- Maintained necessary skills and knowledge to coordinate workflow
- Prepared reports as needed
- Participated in professional development and training activities
- Received and reviewed program documents for accuracy
- Uploaded documents to electronic file system once reviewed
- Verified that uploads were complete



- Tracked billing forms

[Inbound and Outbound Sales | S&P Data | 2016-2018](#)

- Strived to understand customers' situations and needs
- Maintained a high level of competitive product knowledge
- Provided quality service that exceeded customer expectations
- Maintained a high level of confidentiality
- Accurately documented customer interactions within the appropriate systems (using more than six systems at the same time)
- Applied techniques offered in training and ongoing coaching for continuous improvement towards sales and performance targets

Education

GED, New Mexico Public Education Department



Enclosure C: Reference Letters

Denver Regional Council of Governments



October 23, 2025

To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Director of Administration and Finance at Denver Regional Council of Governments (DRCOG). The contract with Consumer Direct to administer Financial Management Services for DRCOG's Veteran Directed Care program has been under my supervision since 2019. In those years, I have found Consumer Direct Care Network to be professional, responsive, and innovative.

Consumer Direct has supported approximately 250 participants and their respective caregivers throughout our contract with them over the last six years. Their work includes oversight of participant enrollment, payroll processing, the submission of claims, and conflict resolution. We have been pleased with their level of professionalism both in coordinating with DRCOG staff and the high standard of care they display for the participants in our Veterans Directed Care program.

Consumer Direct Care Network has been a crucial partner in our effort to provide care and services to our veteran community. We offer our recommendation in contracting with them for your Financial Management Services needs.

Sincerely,

Jenny Hunnings

A handwritten signature in black ink, appearing to read "JHunnings", written over a horizontal line.

Director of Administration and Finance

jhunnings@drcog.org

720-635-5733

address | 1001 17th St., Suite 700
Denver, CO 80202

main | 303-455-1000
fax | 303-480-6790

email | drcog@drcog.org
web | drcog.org



Circle of Life Hospice Foundation



To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Vice President of the Board at Circle of Life Hospice Foundation. Since 06/2024, we have found them to be compassionate, flexible, and willing to support our organization in all the necessary ways.

Consumer Direct has supported 75 participants and approximately 20 caregivers through their provided services. Their work includes *quality training and onboarding, accessible documentation, and reliable claims management*. They consistently *meet compliance standards, are proactive in solving problems* related to great care and partnership, and are always available to answer our questions.

Our team overall, has consistently had positive experiences working with them. We deeply appreciate their partnership at COLHF and the support that they provide our precious Guests. They bring value to our community and we're grateful for their compassionate hearts.

I highly recommend Consumer Direct Care Network to any organization seeking a *knowledge and caring provider*.

Sincerely,
Chaplain Chaz Blackburn
Vice President of the Board
Circle of Life Hospice Foundation
775-827-2298

A handwritten signature in black ink, appearing to read "Chaz Blackburn", with a long horizontal flourish extending to the right.

1575 Delucchi Ln Suite 214 Reno, NV 89502 | Main (775) 827-2298 | Fax (775) 827-3860



SouthEastern Arizona Governments Organization



SouthEastern Arizona Governments Organization

Serving our member governments and their constituents since 1972

October 27, 2025

SEAGO Member Entities

Cochise County
Benson
Bisbee
Douglas
Huachuca City
Sierra Vista
Tombstone
Willcox
Graham County
Pima
Safford
San Carlos
Apache Tribe
Thatcher
Greenlee County
Clifton
Duncan
Santa Cruz County
Nogales
Patagonia

SEAGO Main Office

- Administration
- Community and Economic Development
- Transportation

1403 W. Hwy 92
Bisbee, AZ 85603
520-432-5301
520-432-5858 Fax

Area Agency on Aging Office

1403 B Hwy 92
Bisbee, AZ 85603
520-432-2528
520-432-9168 Fax

www.seago.org

To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Deputy Director at the Southeastern Arizona Governments Organization (SEAGO) Area Agency on Aging. Since 2018, I have found them to be a reliable partner in providing essential in-home care support to individuals aged 60 and above, as well as to those with disabilities and their unpaid family caregivers.

Consumer Direct Care Network offers non-medical home and community-based services, including attendant care and respite services, for eligible individuals through the Area Agency on Aging (AAA). They actively recruit, hire, and train direct care workers (DCWs) to deliver these services in Cochise and Santa Cruz Counties. Moreover, they collaborate closely with our case managers to ensure the best possible care for our clients.

I highly recommend Consumer Direct Care Network to any organization seeking a dependable and knowledgeable provider.

Sincerely,
Carrie Gibbons
Deputy Director
SEAGO Area Agency on Aging
Email: cgibbons@seago.org
Phone: 520-432-2528



City of Albuquerque
RFP-2025-727-YFS-FS
Homemaker/Personal Care/Respite Care
October 31, 2025

New Mexico Aging & Long-Term Services Department



New Mexico Aging & Long-Term Services Department

Michelle Lujan Grisham, Governor

Emily Kaltenbach, Cabinet Secretary

Antoinette Vigil, Deputy Cabinet Secretary

Angelina Flores-Montoya, Deputy Cabinet Secretary

October 30, 2025

To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Deputy Cabinet Secretary at the New Mexico Aging and Long-Term Services Department. While my experience with them is recent, since 2025, with every encounter I have found them to be highly responsive, collaborative and professional.

Consumer Directed was graciously agreed to step in at the last minute to conduct a caregiver training at our recent Conference on Aging. The Consumer Direct trainers provided important hands-on education and skills for caregivers that was informative and well-received by attendees.

Consumer Direct has offered to provide behavioral health training for our staff and willing to share their expertise with community partners. While our department does not directly utilize their services for our programs, they are consistently open to collaboration and sharing information to implement best practices aimed at supporting caregivers across our communities.

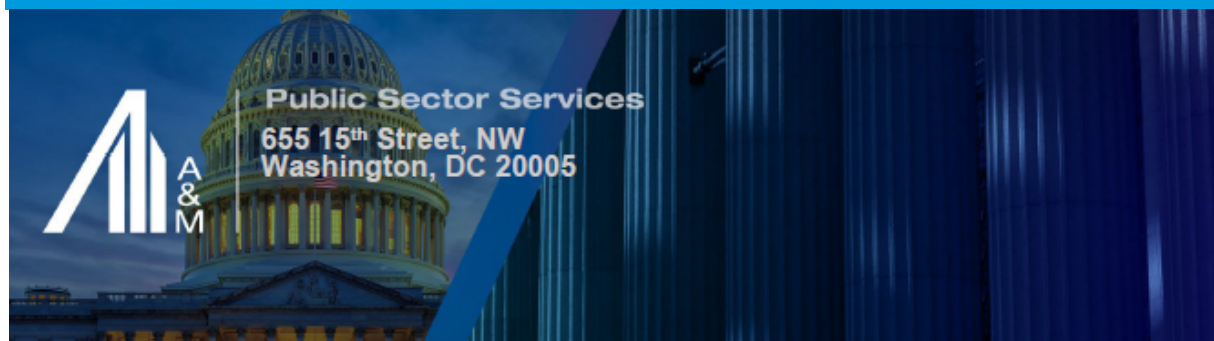
Their multistate experience and local engagement make them valuable partners. My team has consistently had a positive experience working with them. I recommend Consumer Direct Care Network to any organization seeking caregiver training and direct caregiver services.

Sincerely,

Angelina Flores-Montoya, PhD, RN
Deputy Cabinet Secretary
New Mexico Aging and Long-Term Services Department
505-637-1997 | Angelina.Flores-Montoya@altsd.nm.gov



Alvarez & Marsal Public Sector Services



October 29, 2025

To whom it may concern at the City of Albuquerque,

I am pleased to write this letter of reference for Consumer Direct Care Network (Consumer Direct) to support their application to continue providing Homemaker, Personal Care, and Respite Care services for the City of Albuquerque under RFP-2025-727-YFS-FS.

I became aware of Consumer Direct in 2016 during my tenure working with the District of Columbia's Department on Disability Services. At that time, our Department of Health Care Finance (DHCF) issued a competitive request for proposal and awarded Consumer Direct the contract to stand up a new self-direction program for the District's Elderly Blind and Disabled (EBD) waiver. That work also laid the groundwork for a future state self-direction program for the intellectual and developmental disabilities waiver. Consumer Direct proved to be a collaborative, solutions-oriented FMS vendor that brought expertise and flexibility to the table that were critical in helping stand up a new program successfully.

In 2024, A&M was engaged with the South Dakota Department of Human Services, Division of Developmental Disabilities (DDD). DDD was seeking to modernize their Agency with Choice self-direction program and secure a single vendor to step in for five regional providers who were looking to transition out of FMS work. Our team reached out to and researched various national vendors and shared their various capabilities with the DDD. In 2024, DDD selected Consumer Direct to provide statewide FMS supports for their Family Support 360 program.

In South Dakota, Consumer Direct offers both Fiscal/Employer Agent (Common Law) and Agency with Choice/Co-Employment FMS. The vast majority of people in the state use Agency with Choice supports. Consumer Direct completed the transition of services from the existing five agencies in approximately six months. They currently serve more than 770 participants and families who self-direct their in-home care, along with nearly 1,000 direct care support workers.

Consumer Direct's deep understanding of rural communities and participants with limited technology access and experience was beneficial to South Dakota's participants, families, and DDD personnel. South Dakota has large areas with no internet coverage, creating challenges for some caregivers to submit and participants to approve EVV-compliant work shifts. Consumer Direct has worked with rural participants and caregivers to offer Interactive Voice Response (IVR) solutions for submitting caregiver time to meet 21st Century Cures Act requirements. Their instructional tools for participants and caregivers are clear and user friendly.

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City of Albuquerque
RFP-2025-727-YFS-FS
Homemaker/Personal Care/Respite Care
October 31, 2025

I am confident Consumer Direct will continue to be an excellent provider for the City of Albuquerque in their understanding of the growing needs of Bernalillo County's aging population, including challenges related to poverty, disability, rural access, and language barriers. As reflected in our work with Consumer Direct in South Dakota, they are an agency committed to person-centered service delivery, timely care coordination, and caregiver training. They consistently display operational best practices include HIPAA compliance, fraud prevention, and continuous quality improvement.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Erin Leveton".

Erin Leveton
Managing Director
Alvarez & Marsal Public Sector Services
eleveton@alvarezandmarsal.com
301.938.6315

ALVAREZ & MARSAL
LEADERSHIP ACTION. RESULTS.™



Title Page

Proposal to Provide Homemaker/Personal Care/Respite Care Services

City of Albuquerque

Department of Finance and Administrative Services

Purchasing Division

Request for Proposal 2025-727-YFS-FS

Technical Response

October 31, 2025



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2.1.1 Offeror Identification

Organization Information

Organization Name: New Mexico Consumer Direct Personal Care, LLC, dba Consumer Direct Care Network New Mexico

Office Location: 8220 San Pedro NE, Suite 400, Albuquerque, NM 87113

Nature of Organization: LLC

Subcontractors: None

Name: Margarita Chavez-Sanchez, Regional Director

Email Address: MargaritaCS@ConsumerDirectCare.com

Telephone Number: 505.344.8182 ext. 3535

Compliance

Consumer Direct Care Network New Mexico (hereinafter referred to as Consumer Direct) will comply with all laws listed in solicitation RFP-2025-727-YFS-FS, as well as any other applicable federal and state laws. We agree to perform services within the terms and conditions stated in the Required Contract Terms, however, we would like to discuss the following items:

In RFP Required Contract Terms: Draft Agreement, Consumer Direct would like to negotiate items 19. Ownership, Publication, Reproduction and Use of Material; 23. Termination for Cause; and 24. Termination for Convenience of City. In item 19, we need a carve-out for proprietary materials created in the course of business. In item 23, we expect at least 30 days of notice with an opportunity to resolve any breach or problems that exist in our service, as deemed by the City of Albuquerque, prior to termination. Item 24 offers a 15-day notice for termination without cause, and we believe 30 days is reasonable, though most contracts allow for 90 days.

Receipt of Addenda

We acknowledge that no addenda have been issued for RFP-2025-727-YFS-FS. This confirmation is noted both here and in the City's eProcurement system.

Ability to Carry Insurance

Consumer Direct currently carries and will continue to carry for the duration of the contract, all insurance required by the City of Albuquerque and outlined in the RFP. The following insurances will cover all operations under the contract:

- Commercial General Liability Insurance
 - \$2,000,000 Per Occurrence
 - \$2,000,000 Policy Aggregate
 - \$1,000,000 Products Liability/Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$50,000 Fire Legal
 - \$5,000 Medical Payments



- Commercial Automobile Liability Insurance for no less than \$1,000,000
- Workers' Compensation Insurance for our employees
- Professional Liability (Errors and Omissions) Insurance for no less than \$1,000,000
- Sexual Abuse Molestation Coverage for no less than \$1,000,000

For proof of these insurances, view our Certificate of Insurance in Enclosure A.

2.1.2 Experience

2.1.2.1 Current Experience

Company Experience

Consumer Direct Care Network New Mexico (Consumer Direct) is part of the larger Consumer Direct Care Network family of companies, which has provided self-directed services across the nation for over 30 years. Consumer Direct has served New Mexicans since 2002. Our mission is to provide care and support for participants and families so they can remain in their homes and communities. We currently fulfill this mission by providing several service options throughout New Mexico. We have provided Personal Care Services (PCS) since 2002 and Mi Via Consulting Services since 2006.

Today we serve approximately 1,400 clients and 1,100 caregivers through the Agency-Based Community Benefit (ABCB), Self-Directed Community Benefit (SDCB), the Mi Via Program, and a contract with the City of Albuquerque. We have five offices in the state, with our main office located in Albuquerque. Sixty staff members support our services in urban and rural locations across New Mexico. Our service specialties include fiscal intermediary services, support broker services, and consumer-delegated agency services. We work with many populations including older adults, adults with disabilities, people with intellectual/developmental disabilities (I/DD), medically fragile (MF), brain injury (BI), HIV/AIDS, Veterans, and children with disabilities requiring Long Term Care (LTC). We provide an overview of our current experience here:

- We have provided Homemaker, Personal Care, and Respite services for the City of Albuquerque through this program since 2018.
- Through this program, we help approximately 65 people each month so they may remain independent in their homes and communities.
- Our 23 years of providing services in New Mexico gives us a deep understanding of state and local needs.
- We employ local bilingual and culturally diverse staff.
- Across New Mexico, we support a diverse population of approximately 1,400 clients and 1,100 caregivers.

We are accustomed to providing training to caregivers to ensure they are qualified to provide supportive in-home personal care services. We run the required background checks on caregivers and use our internal proficiency tracker to notify caregivers when they are due for additional training or when a background check is about to expire. We offer PCS in both the



Directed and the Delegated models in New Mexico. We have successfully partnered with the City of Albuquerque for the last seven years, with trained and experienced caregivers providing Homemaker, Personal Care, and Respite Care to individuals in Bernalillo County.

To ensure that our employment and performance standards are compliant, we have established systems in which policies, procedures, and internal controls are rigorously reviewed and updated to incorporate any changes in regulations, procedures, and forms at the federal, state, and local levels. We monitor changes and updates to federal and state labor policies using research, internal control and review audits, working closely with state advocacy and provider associations, and consulting with attorneys for guidance on specific topics when necessary.

Our experience with service provision in New Mexico is extensive. Through multiple contracts providing statewide services, we are honored to serve a diverse population of approximately 1,400 clients and 1,100 caregivers in the state. Beyond statewide PCS, we also provide Support Broker Services through the Self-Directed Community Benefit (SDCB) program and serve as Mi Via consultants. In the Mi Via program, we support individuals by creating and updating service plans, creating emergency/backup plans, and offering information on community services, so individuals are supported to remain in their homes and communities.

The day-to-day functions of this program are performed through our Albuquerque office. We employ staff who speak English, Spanish, and Navajo. We are well-prepared to continue serving people through this program and to support program growth. We will continue to cover all shifts and provide services with our active, trained caregiving staff. We currently employ 11 dedicated caregivers for this program.

We provide additional efficiencies by managing many of our administrative tasks through our management services team in Missoula, Montana. This off-site supporting staff includes the company's Executive team and other administrative resources. Managing administrative functions at an enterprise scale allows our local Albuquerque staff to focus on supporting our clients and caregivers with the highest level of personalized customer service. Our management services team supports the Albuquerque team with payroll, accounting, human resources, quality improvement and quality management, compliance, marketing and communications, training, an IT department, and a legal and risk management department.

Staff Experience

Based in our Albuquerque office, our State Director, Program Manager, Service Coordinator Supervisor, and Direct Care and Service Coordinators, will be actively engaged with this contract. In addition to these positions, a Regional Director and Senior Director also support Consumer Direct operations.

Katrina Hotrum-Lopez is the **State Director** of Consumer Direct in New Mexico. Before joining Consumer Direct in 2025, Ms. Hotrum-Lopez led University of New Mexico Hospital-Metropolitan Detention Center Medical, Dental, and Mental Health Services, where she expanded staff and established an Addiction Treatment Center. Prior to that, Ms. Hotrum-Lopez



served as Cabinet Secretary for New Mexico's Aging and Long-Term Services Department overseeing Area Agencies on Aging, Adult Protective Services, the Long-Term Care Ombudsman Program, and the Aging and Disability Resource Center. She also served as Director of Behavioral Health Services and Director of Substance Abuse Programs for Bernalillo County and held positions including Deputy Cabinet Secretary and Senior Division Director for New Mexico Department of Health and Division Director and State Long-Term Care Ombudsman for New Mexico Department of Aging and Long-Term Services Department. Ms. Hotrum-Lopez manages day-to-day operations, monitors program compliance, and leads all Consumer Direct teams to support home- and community-based services.

Rose Estrada is our **Program Manager**. Ms. Estrada has 17 years of experience with Consumer Direct, including working as Regional Coordinator/Statewide Trainer for PCS, Mi Via, and SDCB. She also has held roles including Operations Supervisor for Support Broker Services, Regional Service Supervisor of Self-Directed/Consultant Services, and Incident Management Coordinator for Support Brokers, Consultants, and Service Coordinators. In addition to her wealth of experience, Ms. Estrada is internationally certified in Person-Centered Thinking, state certified as a statewide trainer for New Mexico's Developmental Disabilities Support Division/Mi Via Critical Incident Management, and nationally certified for Mental Health First Aid Training.

Wendy Lujan, our **Service Coordinator Supervisor**, assists with providing services through the City of Albuquerque. Ms. Lujan has been in important part of the Consumer Direct team since 2019. In her role, she is responsible for supervising daily intake and referral processes, training new hires, conducting client home visit as necessary, and completing billing and data entry tasks. Ms. Lujan is a key point of contact for City of Albuquerque Case Managers.

Also working to support this program is a team of **Service Coordinators** and our **Direct Care Coordinator** (DCC). Our team of Service Coordinators maintain and coordinate client caseloads, coordinate clients' in-home care needs in compliance with federal, state, county, and city regulations and rules, and assist with daily intake and referral processes. They enroll the client, develop the plan, and conduct monthly in-person visits. Service Coordinators play an important role in interacting with clients, ensuring a good match with caregivers. Our DCC handles day-to-day staffing for clients and caregivers. The DCC schedules all shifts, ensuring a proper fit between clients and caregivers. The DCC also assists with hiring and recruiting new caregivers and processing new paperwork and provides initial training to new hires and annual training to existing caregivers.

Additionally, this program has oversight support from **Margarita A. Chavez-Sanchez, Regional Director**. Ms. Chavez-Sanchez possesses extensive knowledge and experience in behavioral health, criminal justice, homeless services, healthcare operations, and administration. Prior to joining Consumer Direct, Ms. Chavez-Sanchez served as Director of Behavioral Health Services at the Bernalillo County Department of Behavioral Health Services. She was hired by Consumer Direct in 2024 as a State Director in New Mexico and quickly advanced to Regional Director for Arizona, Nevada, New Mexico, and Texas. As Regional Director, Ms. Chavez-Sanchez oversees operations, ensuring networkwide compliance and system consistency across the region while



supporting day-to-day operations, client advocacy, and cohesion and collaboration between teams.

Finally, our team in New Mexico reports to **Maxine Hartranft, Senior Director**. Ms. Hartranft has been with Consumer Direct since 2013, advancing to Senior Director in 2024 from Regional Director and prior positions as State Director, Program Manager, Regional Administrative Lead, Timesheet Auditor, and Authorizations Coordinator. She now oversees operations in Alaska, Arizona, Idaho, Nevada, Montana, New Mexico, South Dakota, and Texas. In her role, Ms. Hartranft has worked with large managed care organizations, state Medicaid agencies, and Area Agency on Aging programs. Ms. Hartranft is highly knowledgeable regarding federal, state, and local program requirements and is familiar with the services we provide to the City of Albuquerque and throughout Bernalillo County.

In addition to operational leadership, Consumer Direct's Executive team is available to assist and provide guidance to the program, as they are invested in the successful operations of each program we run. The Executive team includes:

- **Ben Bledsoe, President and Chief Executive Officer**
- **Beth Peterson, Vice President and Chief Operating Officer**
- **Mickey Ogg, Vice President and Chief Strategy Officer**
- **Misty Hansen, Chief Financial Officer**
- **Jim McInnis, Chief Administrative Officer**
- **Steve Rosenbaum, Chief Information Officer**

Resumes for our local, operational, and executive leadership are included in Enclosure B. An organizational chart depicting Consumer Direct's staff resources can be found in section 2.1.4 Management Summary.

2.1.2.2 Past Experience

An addition to our experience providing excellent Homemaker, Personal Care, and Respite services in Bernalillo County for the City of Albuquerque, we provide summaries of other projects similar in size and scope to that required by this RFP. Corresponding letters of reference are included in Enclosure C. The work we do is typically ongoing either through evergreen contracts that automatically renew or contracts that are renewed following a re-procurement.

Denver Council of Regional Governments

Consumer Direct has been providing Veteran Directed Care for clients in Colorado served by the Denver Regional Council of Governments since 2019. We have supported approximately 250 Veterans in the Denver area, assisting them with identifying and choosing their own caregivers. We provide a letter of reference from Jenny Hunnings, Director of Administration and Finance for Denver Regional Council of Governments, in Enclosure C.

**Circle of Life Hospice Foundation**

Consumer Direct has worked with Circle of Life Hospice Foundation since 2024 and has supported 75 hospice participants with 20 caregivers. We provide caregivers to support with personal care services. We provide a letter of reference from Chaplain Chaz Blackburn, Vice President of the Board at Circle of Life Hospice Foundation, in Enclosure C.

SouthEastern Arizona Governments Organization (SEAGO) Area Agency on Aging

Since 2014, Consumer Direct has worked with SEAGO to provide Attendant Care, Respite, and Housekeeping services. As we do with the City of Albuquerque contract, we recruit, hire, and train caregivers to provide these supports for clients. We serve approximately 50 clients through this contract. The SEAGO contract requires that we monitor the funds allocated to Consumer Direct to ensure we never bill for more than our allocation. To ensure compliance, we track the designated amount of funding authorized by SEAGO, then monitor usage by clients throughout the year, always ensuring we don't exceed the amount allocated. We provide a letter of reference from Carrie Gibbons, Deputy Director of SEAGO, in Enclosure C.

New Mexico Aging & Long-Term Services Department

Our team of trainers in New Mexico recently provided hands-on education for caregivers at the Department's Conference on Aging. We provide a letter of reference from Angelina Flores-Montoya, Deputy Cabinet Secretary of the New Mexico Aging & Long-Term Services Department, in Enclosure C.

Alvarez & Marsal Public Sector Services

In 2024, Alvarez & Marsal was the consultant for the South Dakota Department of Human Services, Division of Developmental Disabilities (DDD), researching and reporting on national vendors to provide statewide financial management services (FMS). Consumer Direct was selected as the vendor for statewide FMS supports for DDD's Family Support 360 program. We support self-directed services for 770 participants and almost 1,000 caregivers in this program. We provide a letter of reference from Erin Leveton, Managing Director at Alvarez & Marsal Public Sector Services, in Enclosure C.

2.1.3 Need for Program

Activities of daily living can be difficult for seniors, and assistance from caregivers with these activities can be essential to helping them remain in their own homes. Many of the seniors receiving supplemental services from the City of Albuquerque and through other programs do so when help from family and friends is not sufficient to stay healthy in their homes. The professional services provided by a caregiver can make the difference between staying at home and moving to an institutional facility. Consumer Direct will provide reliable support services for seniors in Bernalillo County.

Understanding of Eligible Population

According to the U.S. Census Bureau's 2016-2020 American Community Survey (ACS) 5-Year Estimates, amongst Bernalillo County's population aged 65 or older, 11% are living below



poverty and 36% are living with a disability. In 2020, 4%—or approximately 27,000 people in Bernalillo County—resided in rural areas. Bernalillo County has the largest senior population in the state, with an estimated 201,872 residents aged 55 and older per the 2022 U.S. Census.

The “New Mexico Older Adults Needs Assessment” (University of New Mexico, Center for Applied Research & Analysis, 2024) found that New Mexico’s older adult population has grown significantly, as has the vulnerability of that population in terms of living in poverty and having a functional disability that affects daily living. A comparison of the U.S. Census ACS 2013-2017 5-Year Estimate and 2018-2022 5-Year Estimate found increases in the following statewide population levels:

- Older adults 60+ population
- Adults 65+ with any disability
- Adults 65+ with annual household incomes less than 200% poverty
- Adults 65+ who live alone and/or rent their housing
- Adults 65+ with dual Medicare and Medicaid
- Adult households (60+) receiving SNAP
- Adults 60+ in the labor force

The assessment found that rural areas have a significantly higher proportion of vulnerable older adults. At the same time, there have been significant increases in vulnerable older adult populations in urban areas. The needs of the eligible population align with program priorities as targeted by the Older Americans Act, which includes:

- Individuals with greatest social need
- Individuals with greatest economic need
- Low-income minority individuals
- Individuals residing in rural areas

We are experienced in providing services to vulnerable populations, including the aging population and individuals with disabilities. We also have experience providing services to individuals from diverse cultural and linguistic backgrounds in both urban and rural areas.

We hire people from the communities we serve who speak the languages of the people we serve. Many of our New Mexico staff live in Bernalillo County and the majority are bilingual in languages including Spanish or Navajo. When our staff can’t meet language needs themselves, we utilize verbal and written translation services.

Finally, our person-centered approach best meets the needs of the individuals we are serving. The goal of person-centered thinking and planning is to understand the individual and their wants and needs for services. Ultimately, Consumer Direct is committed to providing services to all individuals in need.



Conditions in Community and Needs to Be Addressed

As the senior population grows, the need for resources to support this population increases. We applaud the City of Albuquerque/Bernalillo County Area Agency on Aging's dedication to expanding access to senior services for more individuals through contracts with public and private entities. We hope to continue contributing to increasing access to senior services in Bernalillo County.

Potential factors that make it more difficult for seniors to access services include:

- Not enough caregivers to support a growing aging population
- Some individuals are not aware of the resources available to them
- Language barriers or perceived language barriers
- Lack of or limited transportation
- Rural areas where resources may be less accessible
- Poverty

Gaps and Overlaps in Services

Consumer Direct understands this program is a last resort for some individuals. Many elderly residents of Bernalillo County don't qualify for Medicaid but still require assistance that they cannot afford. We understand the need to provide services for individuals who are ineligible to receive Medicaid support, as it directly affects the health and well-being of both the clients and their families. We also recognize that individuals who have Limited English Proficiency, fall under the poverty threshold, or live in more rural areas may have additional barriers in accessing services. For example, it may be difficult for individuals living in more rural parts of Bernalillo County to visit a meal site or access public transportation.

How This Program Alleviates Gaps and Overlaps

We appreciate the City of Albuquerque/Bernalillo County AAA's dedication to providing services and resources that might otherwise be out of reach. By serving clients with the greatest level of need, including those who are ineligible for care through other agencies, this program is part of a greater solution to help the growing aging population remain in their homes and communities. It complements the existing resources for seniors in Bernalillo County by offering flexibility to address needs and reach individuals, alleviating gaps and overlaps. Other benefits of this program include:

- These services are brought to the individual needing care.
- Times that these services can be provided may be more flexible than other service offerings.
- Services are only provided to individuals who have been referred to the program based on need and eligibility, meaning that these services are available to those who need them the most and who might not otherwise have access or qualify for other services or resources.



- These services benefit individuals who are in a transitional period of needing some help but not yet requiring higher levels of care.
- Services such as respite don't only benefit the individual receiving care. They help prevent caregiver burnout for caregivers or other natural supports who may provide care with few breaks.

Consumer Direct is dedicated to providing services to help people remain in their own homes. We seek out programs that are designed to do just that, which is one of the reasons we are enthusiastic about the opportunity to continue providing these services to the City of Albuquerque. We recognize how much people value being able to remain in their own homes and communities and that without these important services the quality of life for some individuals would diminish.

At Consumer Direct, we focus on finding, collaborating, and complementing available community resources to help individuals receive the care they need. Our extensive experience providing these services and other similar services across New Mexico has given us insight into the value of the services offered through this program.

2.1.4 Best Practices

Consumer Direct strives to exceed expectations in all areas serving clients. We apply proven approaches and best practices to all aspect of service delivery including the following:

- Person-centered customer service
- Mental Health First Aid (MHFA)
- Health Insurance Portability and Accountability Act (HIPAA) compliance and Protected Health Information (PHI) privacy standards
- Fraud, abuse, exploitation, and neglect prevention
- Disaster recovery plan
- Quality Assurance

Person-Centered Customer Service

We are committed to providing high-quality customer service to the people we serve and to operating in a way that results in the best outcome for them. We train our staff on person-centered customer service so that they consider the wants and needs of the person receiving services. We are proud of our long history promoting person-centered planning and training. Starting with our mission to provide care and support for people in their homes and communities, we approach our service delivery knowing that clients are happiest and healthiest when they have choice and control over the services they receive. Our team is trained in person-centered practices. Our Program Manager, Rose Estrada, provides annual and as-needed training to our New Mexico staff members. Ms. Estrada is internationally certified in Person-Centered Thinking, state certified as a statewide trainer for New Mexico's



Developmental Disabilities Support Division/Mi Via Critical Incident Management, and nationally certified for Mental Health First Aid Training.

Timely service delivery is a critical component of person-centered care because it ensures that participants have control and choice over when and how their services are provided. By delivering services promptly, we support positive outcomes and respect the participant's ability to direct their own care. We always start service within the timeframe requested by our agency or MCO partners. As a current provider for this program, we begin services in two but no more than four days of receiving a referral. We conduct home visits in order to provide high-touch, face-to-face communication to ensure clients are in-the-know regarding their own care. In fact, we conduct care conferencing with all members of the client's care team so everyone is on the same page.

Finally, our scheduling practices are designed to pair caregivers with clients so that clients receive services when they need them. We employ backup caregivers to ensure that clients are able to have care when they need it.

Mental Health First Aid

Consumer Direct has implemented Mental Health First Aid (MHFA) training for our staff, equipping them with the skills to identify, understand, and respond to signs of mental health and substance use challenges. Staff members learn how to recognize the common signs of mental health and substance use challenges, how to provide support during a crisis, and how to connect someone with professional help. The approach of MHFA is based on the belief that people experiencing mental health and substance use challenges can and do get better and can use their own strengths to stay well. Regional Director Margarita Chavez-Sanchez, Program Manager Rose Estrada, and Service Coordinator Supervisor Wendy Lujan are all trainers for MHFA. By providing our team with more tools to handle a variety of situations, we can better serve individuals in the City of Albuquerque.

HIPAA Compliance and PHI Privacy Standards

Confidential Information Procedure and Compliance

Consumer Direct is committed to safeguarding the privacy of health information and is vigilant in ensuring ongoing compliance with HIPAA. We follow all state and federal laws, including HIPAA and related laws and privacy rules, including those related to Protected Health Information (PHI), Personally Identifying Information (PII), Medicaid data, public health, emergency preparedness, Health Information Technology (HIT), genetic information, and other laws and rules.

Our Quality Management team ensures that we remain HIPAA compliant through quarterly evaluations and comprehensive annual reviews of each of our programs. We update systems, policies, procedures, and internal controls to maintain services provided with quality and



according to program-specific requirements. In this process, an office inspection is performed to make certain that each office meets all requirements for HIPAA and other compliance issues.

Our policies ensure that PHI is stored safely, maintaining PHI accessibility only to those given clearance and protecting information from being shared beyond those approved for access. Our experienced IT technicians actively support, automate, and put into effect HIPAA's security requirements throughout our computer systems.

Additionally, IT works closely with the Legal, Privacy, Risk, and Quality Improvement departments to ensure HIPAA security breaches are prevented. To date, our security measures have been highly effective and include:

- Storing electronic confidential information and electronic PHI in encrypted form.
- Transmitting in-transit, electronic, and PHI data through secure tunnels.
- Storing paper-based PHI, to the extent that it exists, in secure locations and once scanned, storing in secure electronic form.
- Storing information on multiple secured servers in different geographic locations to protect the information in the event of a disaster.
- Establishing designated roles and associated responsibilities to limit access to PHI and assure HIPAA compliance.
- Maintaining system capabilities to allow quick and easy internal functions to institute immediate changes to access levels per changes of employment or job responsibilities.
- Protecting access by password, requiring a new password at regularly scheduled intervals, recording inappropriate and attempted logins, and automatically logging off inactive users.
- Incorporating multifactor authentication tools.
- Encrypting relevant emails through Proofpoint, the gold standard for email encryption, to ensure confidentiality.
- Recording and reviewing of activity and information systems to identify and respond to unauthorized access.
- Including written policies, procedures, and internal controls in our HIPAA manual, explicitly segregating duties for all tasks related to processing payroll, and annual independent CPA reviews of our internal controls.
- Providing initial and annual training on HIPAA, PHI, and PII for all Consumer Direct staff.

Fraud, Abuse, Exploitation, and Neglect Prevention

Our strong fraud prevention program focuses on prevention, detection, and response. Reports of fraud or abuse fall under our larger Critical Incident Reporting (CIR) process and steps to investigate, resolve, and report suspected occurrences of fraudulent or abusive activity are in line with our CIR process.

Fraud prevention starts with education. Our staff are trained to identify and report fraud, waste, and abuse. In addition to initial training during the onboarding process, our staff have



annual refresher trainings on this content. Orientation materials and trainings for clients and caregivers include information on what fraud is, types of fraud, how to report fraud, and ramifications for committing fraud.

Activities that make up the detection components of our program include internal reviews, methods for reporting fraud, monitoring visits, and remaining vigilant. We promote vigilance and accountability in reporting potential fraud. Suspected fraud can be reported to our Consumer Direct staff.

Consumer Direct performs a thorough review of time submitted for payment. All detection components of the program are documented and tracked. In response to potential fraud, Consumer Direct is a mandatory reporter. We encourage reporting no matter the consequences. We always report potential fraud to appropriate state and federal fraud units. When needed, we will discipline or retrain individuals and employees. We quickly update processes and information when identifying gaps in fraud prevention and reporting.



Consumer Direct is a mandatory reporter in all the programs we operate. As a mandatory reporter, it is important to maintain a system for reporting on critical incidents, and we will continue this practice in a manner compliant with New Mexico regulations regarding mandatory reporting for providers. We report critical incidents which may include alleged abandonment, abuse, and neglect.

Disaster Recovery Plan

Ensuring service provision without interruption is one of Consumer Direct's highest priorities. Our high-availability network, cross-trained nationwide staff, and our remote work capability bolster our ability to provide continuity of operations and recovery from emergencies, natural disasters, and pandemics. Our approach to continuity of operations is built on the following strategies.

Employee Training: All personnel receive annual emergency response training pertinent to their location. Training at minimum includes building fire drills and may also include location-specific trainings related to floods, volcanoes, earthquakes, wildfires, or other regional needs.

Business Continuity Plan: Our offices have office-specific business continuity plans to prepare essential staff, key systems, and functions to maintain operations during an emergency.



Features include a call plan, key personnel, external contacts, event/responsibility matrix, critical equipment, contingency location(s), data center contingency, staffing contingency, testing, and a site data matrix. We can also provide support for state-based program offices as needed from other offices around the nation.

Contingency Plans: We develop contingency plans to ensure continued operations when unexpected disruptions occur. Our staffing structure is designed to eliminate single points of failure whenever possible. Among our Operations personnel, many are cross trained for fluency with similar programs. Our regional structure of Operations leadership enables familiarity across programs, allowing personnel to quickly provide back-up support to other teams. By creating a strong chain of trained and knowledgeable personnel, we work to eliminate situations in which a single state office is the only source of program support.

Protection and Security of Data: The testing and audits we perform are essential to protect and secure data activity. We conduct primary audits covering all spectrums of IT including infrastructure, vulnerability management, application and system vulnerability tests, governance, and controls. Our testing processes are comprehensive and cover the frameworks of National Institute of Standards and Technology (NIST), HIPAA, System and Organization Controls (SOC), and Sarbanes-Oxley (SOX) audits. Annually, we perform:

- SOC2 Type II certification
- Security audit that includes internal and external penetration testing, application penetration testing, physical security audit, HIPAA controls audit, vishing and phishing audit/testing
- HITRUST certified facilities (data centers) and platforms
- SOX compliance audit over core financial systems
- Payor assessments/audits as required

We maintain digital redundancy with two data centers – one in Herndon, Virginia, and another in Lynnwood, Washington. The data centers operate and are monitored 24 hours a day and safeguard complete data capture. The data centers provide services to handle data, voice, network, program management, and financial management services.

Voice, Messaging, and Email Services: Due to the criticality and timeliness of voice, messaging, and email services, live backups of this data are made to the secondary data center servers for Teams and Outlook Exchange. During an interruption to the primary data center, voice and email can be restored within 30 minutes. In addition to our back-ups to voice, messaging, and email services, Consumer Direct informs clients, caregivers, and service partners of any disruptions of services during disasters. As necessary, our Communications team can send out update emails and text notifications with details relating to an emergency and any resulting outages. We may also post updates on our social media pages and website as necessary. Operations leadership will also attempt direct contact with city staff.

Periodic Review of Key Systems, Activities, and Processes: As part of Consumer Direct's internal review process, emergency plans are reviewed annually or as needed. Regular testing and review processes are also utilized, including the following:

- Software backups are tested bi-weekly.
- Generator is on a weekly test run and full-load test yearly.
- Internet connections are monitored internally and externally.
- External monitoring creates call-tree events that notify contacts if there are outages.
- Business continuity plan is reviewed, tested, and updated annually or as needed.
- New business continuity plans are produced whenever we add services.

Quality Assurance

Consumer Direct consistently delivers high quality services. Throughout our company, we have integrated quality assurance practices to strengthen internal controls and promote efficiency. We approach monitoring and quality assurance activities in multiple ways. Local leadership staff and administrative staff have defined roles and responsibilities. At the corporate level, we further divide roles and responsibilities between a Quality Management (QM) team and a Quality Improvement (QI) team. QM focuses on all quality assurance-related tasks, while process improvement tasks are overseen by QI. Consumer Direct delivers high-quality services on a consistent basis in part because the operations and administrative staff focused on quality assurance complement each other while also providing the necessary arms-length oversight required to be effective.



The QM and QI departments work separately from the program-based operations staff to prevent conflicts of interest and preserve objectivity in the review process. The QM and QI departments work hand in hand to administer annual customer satisfaction surveys, perform annual program reviews, collect, analyze, and deliver actionable program metrics, and assist local leadership to ensure services meet program requirements. QM performs annual reviews of program specific performance standards and federal, state, program, and internal requirements/best practices. This is done by first reviewing findings internally, then sharing the findings with local leadership and assisting as necessary to help local teams make improvements and achieve compliance.



The outcome of our internal quality assurance reviews ensures the accuracy of our systems, processes, and records, and has resulted in external audits with minimal to no negative findings. For example, we passed our last audit performed by the City of Albuquerque with a score of 100%. The audit found no deficiencies in our compliance standards or services. This is a testament to Consumer Direct's ability to provide services with high standards and comply with laws, rules, and regulations.

2.1.3 Proposed Approach to Tasks in Scope of Services

3.1 Referrals

Consumer Direct recognizes that Homemaker/Personal Care/Respite Care clients will be referred to us by the Area Agency on Aging or its Case Management Program designees through case plans. These plans indicate the specific service activities to be provided, the number of hours, the frequency of services to be offered, and the duration of services for each client. We are already accustomed to accepting these referrals as an existing provider for the City of Albuquerque. We closely monitor authorized services for the people we serve, ensuring that services are provided in accordance with the case plans. Case plans are stored securely in the client's electronic file.

3.2 Funding

Consumer Direct understands that the amount of funds available under this solicitation is approximately \$625,000, including gross receipts tax earned through an hourly rate for the direct services provided. We also recognize that the availability of such funds is subject to receipt of funding by the City and that additional funds outside those identified in this RFP may be made available during the contract period and at the discretion of the City's Department of Family and Community services.

3.3 Target Delivery

Consumer Direct understands that the provisions set forth in the Older Americans Act target the delivery of all services to older individuals with greatest economic need or social need and older individuals at risk for institutional placement. We also recognize particular targeting toward low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

As an existing provider of these services in Albuquerque, we are accustomed and experienced providing services to clients who fall within these categories. We also recognize that we are unable to serve individuals unless we have received a referral and case plan for the Area Agency on Aging or its Case Management program designees.

3.4 Purpose

All funds awarded under this solicitation will be used to enable frail older persons to remain independent in their homes or under their caregiver's care to help them avoid or delay institutionalization. Services funded under this solicitation will not replace existing Homemaker,



Personal Care, or Respite Services, or replace funds available to support existing services requested.

3.5 General Provision

Consumer Direct currently meets and will continue to meet all general provisions outlined in the scope of services. This means we:

- a. Provide services only to clients referred by the Area Agency on Aging or its designee, in a timely and consistent manner, and according to specifications regarding service activities to be provided, the number of hours, and frequency and duration of services for each client.
- b. Recognize that Homemaker and Respite Care services may require the delivery of Personal Care Services including the services of a Home Health Aide when identified in the client's case plan.
- c. Maintain all documentation on individual clients served including times and dates services were received as confirmed by the client or caregiver upon completion of each visit.
- d. Recognize that the City's Department of Family and Community Services reserves the right to make modifications to any agreement awarded as result of this RFP should policies and procedures governing the Older Americans Act Program at the federal, state, or local level change or warrant modification.

3.6 Homemaker/Personal Care/Respite Services

Consumer Direct is submitting this technical proposal for all three services—Homemaker, Personal Care, and Respite Care. The uploads of this technical proposal in the City's eProcurement system are identical.

Service A—Homemaker Services

Consumer Direct currently provides assistance with routine housekeeping tasks to help clients maintain independence in their home. We serve clients across New Mexico, including Bernalillo County, with laundry, making and changing their bedding, washing dishes, vacuuming, dusting, mopping, cleaning bathrooms and kitchens, cleaning appliances, removing trash, washing inside their windows, assisting with menu planning, and any other tasks as assigned in their case plan. Upon initial receipt of the approved case plan, our Service Coordinator develops a detailed care schedule to deliver the number and duration of housekeeping tasks as outlined. A copy of the signed case plan is kept in the client's file and is given to the client.

Service B—Personal Care Services

Consumer Direct currently provides assistance with routine personal care services to help clients maintain independence in their home. For this program and in other programs where we provide services, we assist clients with bathing, shampooing, toileting, shaving, oral care,



nail care, dressing, skin care, ambulation, transfers, mobility assistance, prompting or cuing, turning and positioning, medication reminders, preparing snacks/meals, feeding, and encouraging fluids. Upon initial receipt of the approved case plan, our Service Coordinator develops a detailed care schedule to deliver the number and duration of personal care services as outlined. A copy of the signed case plan is kept in the client’s file and is given to the client.

Service C—Respite Care Services

In addition to already providing respite care in Bernalillo County, we offer respite as temporary relief to primary caregivers in Alaska, Arizona, Montana, and Nevada. We will continue to offer the following respite care tasks upon the award of the new contract: companionship, emotional support, and supervision to assure safety, as well as stepping in for any immediate tasks typically provided by the primary caregiver, as outlined in the client’s case plan. Upon initial receipt of the approved case plan, our Service Coordinator will develop a detailed respite care schedule to deliver the number and duration of respite services as outlined. A copy of the signed case plan will be kept in the client’s file and is given to the client.

3.7 Service Delivery	These Scope of Services sections are included in section 2.1.6 Service Delivery, Staff Training, and Recordkeeping Requirements starting on page 21.
3.8 Staff Requirements	
3.9 Recordkeeping Requirements	

3.10 Federal Compliance

Consumer Direct complies and will continue to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). We certify that we will establish, publish, and post a statement of our policies and requirements on maintaining a drug-free workplace that complies with the “Drug-Free Workplace Act of 1988” (P.L. 100-690). We will continue to require that all caregivers/providers of services under this agreement comply with the workplace requirements of the act.

3.11 Responsibilities of Service Providers Under Area Plans

3.11.a Providing Services to the Targeted Population

Consumer Direct affirms that to the maximum extent feasible, we will continue to provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas according to their need for services. We will not provide services to individuals unless they have been referred to us by the AAA. We are accustomed to providing services to all individuals who fall into these groups.

We take a person-centered approach when providing services. This means that our staff works with the client to understand their wants and needs. Our staff are trained to be culturally sensitive when interacting with the people we serve. Many of our staff are bilingual and are



from the communities we serve. When our staff can't meet language needs themselves, we utilize verbal and written translation services. Finally, we are experienced in providing services to individuals who live in rural areas in Bernalillo County and across the rest of the state.

3.11.b Reporting Danger

When appropriate and with the consent of the older person or their representative, Consumer Direct will notify the appropriate officials including Adult Protective Services, for follow-up, conditions, or circumstances that place the client, or their household, in imminent danger. We have policies and procedures for when these situations occur, and the safety of the older person is of the utmost importance to us. Our staff are trained to recognize changes in the client's health situation. Our staff are also trained to recognize abuse, neglect, and fraud and to assist older persons if they are being mistreated or harmed.

3.11.c Arranging Services for Weather Related Emergencies

Consumer Direct affirms that when feasible and appropriate, we will make arrangements for the availability of services for clients in weather-related emergencies.

3.11.d Assist Clients in Taking Advantage of Benefits Under Other Programs

When appropriate, Consumer Direct will assist clients in taking advantage of benefits under other programs whether they be other City of Albuquerque programs, county programs or state programs. Consumer Direct is knowledgeable about other programs that can support individuals in need and will direct clients to the resources that may help them.

3.11.e Unnecessary Duplication of Services

Consumer Direct will ensure that services are coordinated with other appropriate services in the community and will not unnecessarily duplicate services provided by other sources. We will ensure that our services are performed in accordance with the client's case plan.

2.1.4 Management Summary

City of Albuquerque staff will continue to interface with Wendy Lujan, our Service Coordinator Supervisor, and our Service Coordinators. Responsibilities of staff who are dedicated solely to the City of Albuquerque—the Service Coordinator Supervisor, Service Coordinators, and Direct Care Coordinator—are highlighted below.

Service Coordinator Supervisor responsibilities:

- Supervise daily program operations
- Supervise daily intake and referral processes
- Maintain and coordinate a caseload of clients
- Provide training

Service Coordinator responsibilities:

- Explain the program
- Enroll new members



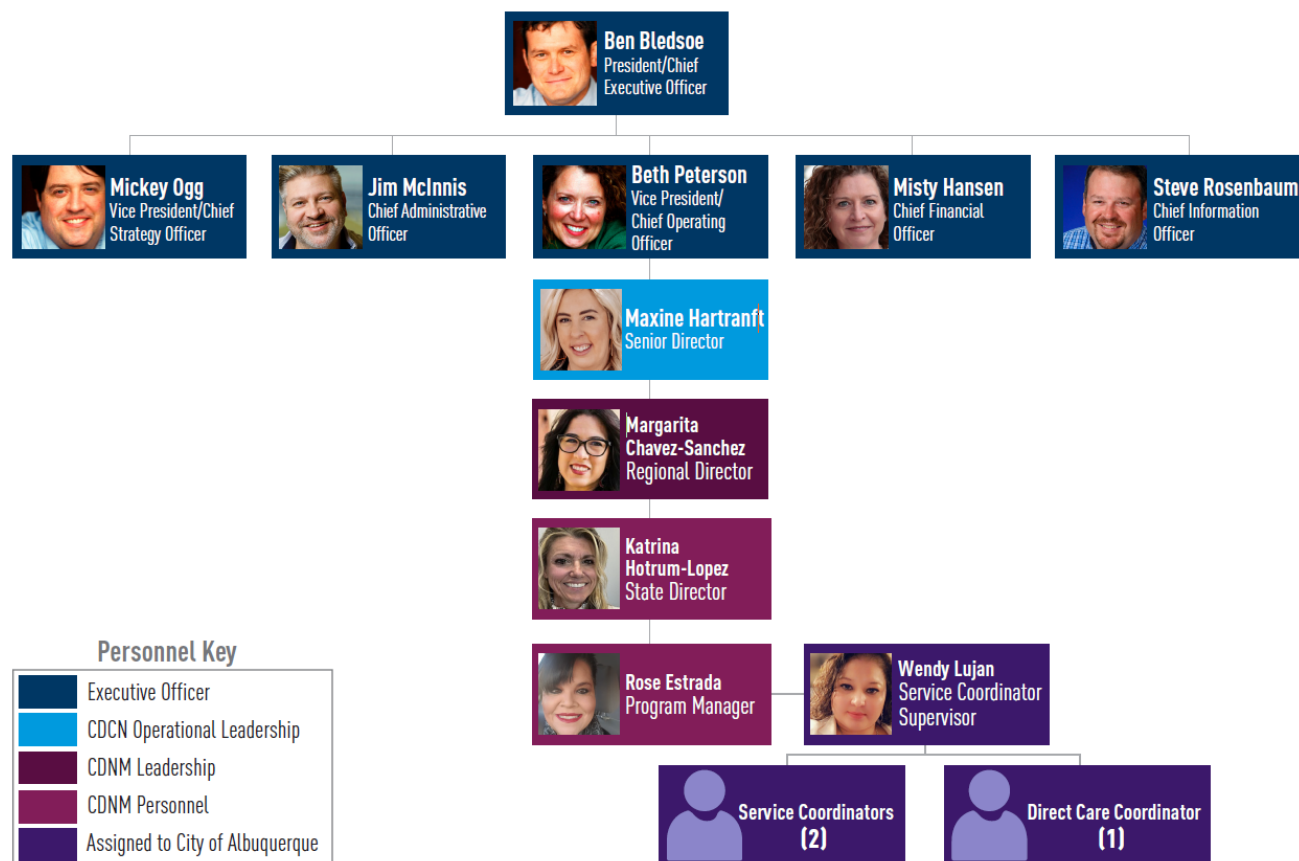
- Process paperwork
- Review background check results for caregivers
- Schedule services for clients
- Review client case plans
- Perform monthly monitoring visits

Direct Care Coordinator responsibilities:

- Coordinate day-to-day staffing of the clients and caregivers
- Schedule shifts
- Ensure proper fit is made between client and caregiver
- Assist with hiring and recruiting new caregivers and processing new paperwork
- Provide training assistance for caregivers

Based in our Albuquerque office, our State Director Katrina Hotrum-Lopez and Program Manager Rose Estrada will also be actively engaged with this contract. Ms. Hotrum-Lopez and Ms. Estrada will be directly supported by our Regional Director Margarita Chavez-Sanchez and our Senior Director Maxine Hartranft. Our Executive team is also available to provide support and address concerns of the city. As a collaborative partner, we will work with the City of Albuquerque to ensure that individuals who are receiving services through this program receive high-quality services. The following organizational chart depicts the staff resources available to the City of Albuquerque.

CDCN-City of Albuquerque Organizational Chart



2.1.5 Monitoring and Evaluation Plans

Consumer Direct's commitment to providing high-quality services relies on monitoring and evaluating service delivery and client satisfaction. Our local Direct Care Coordinator is in charge of caregiver assignment and scheduling and ensures that service delivery occurs as it should.

Additionally, our Quality Improvement (QI) team sends an annual satisfaction survey to all our clients. Aggregated satisfaction survey results and feedback are analyzed for trends, strengths, and areas needing improvement. This information is compiled into a report and presented to the Senior Director, Regional Director, State Director, and Consumer Direct's Executive team. If trends or issues do not meet program requirements or expected company best-practice standards, Consumer Direct will initiate a corrective action plan to identify strategies and deadlines for immediate improvement with local office staff. Solutions to identified issues are incorporated into our ongoing quality improvement processes, policies, procedures, and internal controls, as appropriate.



In 2025, Consumer Direct Care Network New Mexico received an overall client satisfaction rating of 4.7 out of 5.0 for Personal Care Services.

In addition to monitoring survey results, our Customer Experience team tracks other metrics to improve services and ensure compliance with program requirements by utilizing our Customer Relationship Management (CRM) system and our CXOne system. CRM logs, tracks, and flags interactions, complaints, and resolutions. CXOne records interactions, monitors service quality, and tracks key performance metrics. Communication records logged by CRM provide insight into previous conversations so we can identify trends. CXOne allows us to report statistics of individual queues. For example, separate queues can be set up to handle communications with us related to a specific program, or to handle communications based on the language spoken by the individual communicating with us. Additionally, reporting can be customized based on specific program requirements. These reports are collated in a dashboard that will be monitored by the State Director.

When a client chooses Consumer Direct as a provider, they should feel confident that they will get services delivered as promised. If there is a problem, Consumer Direct wants to address it quickly and solve the problem. Consumer Direct is committed to maintaining its responsiveness to the needs and concerns of our clients.

2.1.6 Service Delivery, Staff Training, and Recordkeeping Requirements

3.7 Service Delivery

3.7.a-c Providing Services According to the Case Plan

As an established provider in Albuquerque, Consumer Direct can continue to deliver services to the clients the City of Albuquerque serves throughout Bernalillo County with ease. Consumer Direct is accustomed to receiving referrals from agencies or Case Management Program (CMP) staff to provide services for clients. We will provide these services to clients within two (2) to four (4) business days of receipt of the referral case plan, confirming with the CMP that services have been initiated at the designated time.

All cases are reviewed once a week. Our staff monitor care needs daily for the purpose of tracking and scheduling the care. If the assigned caregiver is unable to provide care, we send out the on-call caregiver. If the on-call caregiver is not available, we immediately notify the member and the City of Albuquerque Case Manager.

We strictly adhere to the predetermined case plan in order to provide the approved services for the duration and frequency detailed in the case plan and we recognize that the city does not pay for costs associated with services other than those approved by the CMP. If a circumstance is to occur where we cannot provide services in the specified period, we will contact the CMP immediately. We will prioritize these services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.



3.7.d Notifications of Interruption in Services

Our key indicator of quality is the efficient and accurate delivery of services. If an interruption in service delivery occurs, we strive to inform the affected parties as soon as possible. Regardless of the circumstance, our staff will verify that the Case Manager, client, and caregiver all have the necessary information. We maintain contact information for all relevant parties associated with each client so that we can notify the appropriate individuals when interruption of services occurs. In addition, we maintain records of when and to whom these notifications are provided within our CRM system.

3.7.e Monitoring Provision of Services

Consumer Direct staff will monitor the provision of services provided to adhere to established client case plans. Clients will be informed of the services they have been approved for and our staff and systems will ensure that services are provided in accordance with the case plan.

Our systems quickly update to reflect changes made to the case plan. As an internal control, our administrative staff reviews and processes service authorizations and maintains client information in our systems to ensure services are being provided according to case plans.

Our robust systems and processes manage and record every service delivery transaction including time worked, services delivered, and payments. We have sophisticated internal controls for verifying time worked. All time submissions are subject to the unique business rules for the program and payor involved. These rules automatically evaluate what services the client can be provided as per their case plan.

3.7.f Maintaining Documentation of Background Checks

Consumer Direct has an established system to fully process, conduct, and maintain background checks on all prospective caregivers according to state and federal laws and regulations. We are accustomed to adopting federal, state, and program-specific background screening tools to verify that all caregivers hired for work in clients' homes are not on any exclusion lists. We run checks on all prospective caregivers through the Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) and the National Sex Offender Registry. We will run all required background checks within the required timeframe upon receipt of the prospective caregiver's completed background check authorization. Results are maintained in their electronic file and exclusions are noted within their electronic profile to prohibit future hire.

As a condition of employment or contract, any newly hired staff must submit to checks required to provide direct client care or to directly supply clients with a good or service. We recognize the need for checking multiple systems for the most thorough results. Our Document Review team reviews required documentation, including background check results to ensure that all required checks have been completed with appropriate results. Using our proficiency tracker report, we track the outcomes of screenings and ensure that all screenings have been completed in a timely manner. Using our proficiency tracker, we stay current with expiring background checks or qualifications and alert caregivers when they need to update their



background checks. We maintain the results of caregiver background checks in their electronic HR record.

Finally, we utilize an "Ok to Work" process to ensure all requirements are met before care is provided. The "OK to Work" process at Consumer Direct involves completing all required hiring activities, verifying qualifications through system processes and manual reviews, and ensuring all documentation is accurate and present. Employees are notified of their "OK to Work" status once all requirements are met and cannot provide paid services until they receive this notification.

3.8 Staff Requirements

Consumer Direct understands that success in any program begins with qualified personnel who have completed comprehensive training. We offer MHFA training, and our New Mexico caregiver staff also are required to complete a minimum of 10 hours of initial training and 10 hours of ongoing training annually. We base our training on the "In The Know" caregiver training program (www.knowingmore.com), which provides comprehensive, easy-to-understand trainings on the range of topics required to support fragile seniors to stay safely in their homes.

Trainings include:

- Cooking
- Dementia
- Diabetes
- Working with difficult and combative people
- Dressing and grooming tips
- Food preparation and safety
- Incontinence
- Nutrition for the elderly
- Substance abuse
- Understanding Alzheimer's disease
- Understanding COPD
- Understanding seizures
- Using assistive devices
- Tuberculosis and infection control

As mentioned in section 2.1.4 Best Practices, we also train caregivers on healthcare fraud, waste, abuse, and exploitation. Our staff are trained on the concepts of person-centered thinking and planning. Our Program Manager, Rose Estrada in Mexico is a nationally certified person-centered thinking trainer who provides ongoing trainings to all our staff members at least annually. Excellent and thorough training at the outset of a caregiver's introduction to working with frail seniors is essential to establishing good work practices and protocols.



3.9 Recordkeeping Requirements

Recordkeeping

Consumer Direct is experienced in finding the right caregivers for clients, and at maintaining all records related to caregiver/client contact. We are experienced in collecting this service delivery information through paper timesheets, as well as Electronic Visit Verification (EVV) in New Mexico. Upon receiving an initial case plan, and upon the completion of each visit, we will verify that the client has provided us with a signed statement. Whether we collect client information and caregiver timesheets through paper or digital submission, we securely maintain all pertinent information which can later be summarized in a report: client name, service type(s) received, date/time of service, and duration of service.

Reporting

Consumer Direct is accustomed to meeting diverse agency reporting needs, which are deliverable through secure FTP, web site, email, electronic portable media, and standard mail. Reports are customizable according to the City of Albuquerque's specifications, made available in real time or as archived data, dependent on the City's preferences. All reporting requests are evaluated to ensure compliance with HIPAA security and privacy requirements prior to distribution. Consumer Direct logs all report requests and deliveries to identify user and date of delivery. We can access information across our platforms to deliver a comprehensive and tailored reporting experience to users.

Consumer Direct is experienced at creating customized reports based on any number of criteria. Working with the City, we will continue to provide reports to the Area Agency on Aging with specific data points either using report criteria already in use or building new standards for data collection as required by changes. We look forward to continuing to report key data to the City of Albuquerque to ensure continued program success and contract compliance.

Billing

Consumer Direct's Claims team is well-equipped to accurately and efficiently bill the Area Agency on Aging according to their billing codes and protocol. We are already experienced in submitting claims for this program. We have adapted to claims submission, remittance, and secure information exchange processes for many states, health plans, and alternate payer systems. With each new program we serve, we apply industry standard information exchange to include claims sent, payments received, and eligibility information. Through the use of industry standard information exchange, our systems can be adapted to work with any payer system. Our claims submission process is directly linked to our internal accounting systems, which are modified for each new program according to specific business rules. Business rules are put in place for claims submission and time entry to guide both processes and keep them within specific program parameters. Business rules guide our Billing staff for accurate and timely claims submission and help to limit and prevent user error in the submission process. Our Claims team will work directly with the Area Agency on Aging to submit claims timely and accurately.



2.1.7 Limitations

We have no limitations regarding service delivery in Bernalillo County.



Enclosure A: Certificate of Liability Insurance



MONTHEA-08

TROSS

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Missoula Office Marsh McLennan Agency LLC P.O. Box 4386 Missoula, MT 59808		CONTACT NAME: Traci Ross PHONE (A/C, No, Ext): (406) 532-5841 FAX (A/C, No): E-MAIL ADDRESS: Traci.Ross@MarshMMA.com															
INSURED New Mexico Consumer Direct Personal Care, LLC 1120 Pennsylvania St NE, Suite 100 Albuquerque, NM 87110-7408		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER C: Property and Casualty Ins Co of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Illinois Union Insurance Company	27960	INSURER B: Philadelphia Indemnity Insurance Company	18058	INSURER C: Property and Casualty Ins Co of Hartford	34690	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X	MLP G72597321 004	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PHPK2609165	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE DED \$ RETENTION \$		XFL G72597333 004	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	41WNS21202	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.		MLP G72597321 004	10/1/2025	10/1/2026	Occurrence \$ 1,000,000
A	Sexual Misconduct		MLP G72597321 004	10/1/2025	10/1/2026	Aggregate Sublimit \$ 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Cyber Liability Coverage - Carrier: Beazley and Homeland Security Co. of New York - Effective 2/6/25 - 2/6/26 - Total Limit \$10,000,000 PF-57121 Additional Insured						

CERTIFICATE HOLDER City of Albuquerque Dept of Financing and Administrative Services PO Box 1293 Albuquerque, NM 87103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CHUBB®

**ADDITIONAL INSURED – PRIMARY, NON-CONTRIBUTORY
(WHERE REQUIRED BY WRITTEN CONTRACT)**

Named Insured Consumer Direct Holdings, Inc.			Endorsement Number 3
Policy Symbol MLP	Policy Number G72597321 003	Policy Period 10/01/2024 to 10/01/2025	Effective Date of Endorsement 10/01/2024
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**HEALTHCARE FACILITIES GENERAL LIABILITY COVERAGE PART
HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART**

XGENERAL LIABILITY COVERAGE PART

XPROFESSIONAL LIABILITY COVERAGE PART

Additional Premium: \$ Included

In consideration of the additional premium set forth above (if applicable), the policy is amended as follows:

A. If GENERAL LIABILITY COVERAGE PART is selected above, then the policy is amended as follows:

1. At Section II. WHO IS AN INSURED by adding the following to Subsection B.:

Any natural persons or organizations with which the Named Insured has a written contract, if such written contract requires that this policy include such natural person or organization as an additional "insured" hereunder, but solely with respect to such additional "insureds" liability for "bodily injury", "property damage" or "personal and advertising injury" caused by an "occurrence" or offense that was caused solely by:

- You or your "employees" acting on your behalf; and
- Within the scope of your duties to and performed on behalf of such additional "insured".

However, the insurance afforded to such additional "insured" will not be broader than that which the Named Insured is required by the written contract to provide for such additional "insured".

2. At Section V. ADDITIONAL CONDITIONS by adding the following to B. Other Insurance, Item 2:

- Solely with respect to any such additional "insured" afforded coverage by this endorsement, if other valid insurance is available to such additional "insured" for any liability covered by this endorsement, then:
 - This policy shall cover such liability on a primary basis; and
 - We will not seek contribution from such other valid insurance available to the additional "insured", provided however, that subject to the General Aggregate Deductible and any Policy Aggregate Deductible shown in the Declarations, our obligations under this policy are excess of the Each Occurrence Deductible shown in the Declarations.

B. If PROFESSIONAL LIABILITY COVERAGE PART is selected above, then the policy is amended as follows:

1. At Section II. WHO IS AN INSURED by adding the following to Subsection B.:



Any natural persons or organizations with which the Named Insured has a written contract, if such written contract requires that this policy include such natural person or organization as an additional "insured" hereunder, but solely with respect to "healthcare professional services" performed by you or on your behalf for such additional "insured".

However, the insurance afforded to such additional "insured" will not be broader than that which the Named Insured is required by the written contract to provide for such additional "insured".

2. At Section **V. ADDITIONAL CONDITIONS** by adding the following to **C. Other Insurance**, Item 2:

- Solely with respect to any additional "insured" afforded coverage by this endorsement, if other valid insurance is available to such additional "insured" for any liability covered by this endorsement, then:

- a. This policy shall cover such liability on a primary basis; and
- b. We will not seek contribution from such other valid insurance available to the additional "insured",

provided however, that subject to the Professional Liability Aggregate Deductible and any Policy Aggregate Deductible shown in the Declarations, our obligations under this policy are in excess of any Each Professional Incident Deductible shown in the Declarations.

- C. The coverage afforded by this endorsement to such additional "insured" shall be limited to "bodily injury", "property damage", "personal and advertising injury" or "professional incidents" which occurred or were committed after the written contract between such additional "insured" and the Named Insured has been executed by both parties and such written contract must be in effect during the Policy Period. Coverage for such additional "insured" shall terminate as of the expiration of such written contract.
- D. If the Limits of Insurance stated in the Declarations exceed the limits of insurance required by such written contract, then the insurance provided by this endorsement shall be limited to the limits of insurance required by such written contract. This endorsement shall not increase the Limits of Insurance stated in the Declarations.
- E. If General Liability (either Occurrence or Claims-Made) is selected, the coverage provided shall not apply to any coverage under any Employee Benefits Liability, Non-Owned Automobile Liability or Hired/Non-Owned Automobile Liability endorsements annexed to this policy.
- F. Where no coverage shall apply herein for the Named Insured, no coverage or defense shall be afforded to such additional "insureds".
- G. This endorsement only applies to and amends coverage under this policy, including any other Additional Insured Endorsements thereto. If this policy contains any other Additional Insured Endorsements, then those endorsements remain in effect and are only amended by the terms of this endorsement with respect to those additional "insureds" that this endorsement applies to.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read "J. Lupica", is written over a horizontal line.

JOHN J. LUPICA, President
Authorized Representative



Enclosure B: Staff Resumes

Executive Team



Ben Bledsoe

President/Chief Executive Officer (CEO)

Mr. Bledsoe's career path from caregiver to CEO gives him a comprehensive understanding of service provision extraordinary in today's healthcare industry. With a background as a Peace Corps Volunteer in Tonga, he began his journey with Consumer Direct Care Network as a caregiver in 2004. He became a Program Manager in Arizona in 2006, then returned to our Missoula, Montana, headquarters in 2009 as Vice President of Operations. In 2012, he was named CEO. Committed to ensuring that the people we serve have choice and control over the lives they lead, Mr. Bledsoe's dedication to home and community based services, interest in business efficiencies, and international, executive, and practical field experience help Consumer Direct thrive as today's self-direction services industry leader.

As President/CEO since 2012, Mr. Bledsoe:

- Directs vision and goals for Consumer Direct's national family of companies providing self-directed in-home care services
- Oversees all finances and operations in 14 states
- Maintains relationships with federal, state, and local government officials, appointees, staff, and other partners
- Collaborates with managed care organizations on partnerships and new services
- Presents company initiatives internally and externally
- Makes and approves policy, personnel, investment, and strategic decisions
- Leads Executive team
- Reports to the Board of Directors of Consumer Direct Holdings, Inc. (CDH)

Employment History

Vice President of Operations | Consumer Direct Care Network | 2009-2012

- Managed quality assurance measures for programs in 12 affiliated companies
- Oversaw operations of nine companies in multiple states
- Implemented internal review procedures and tools
- Developed fraud prevention program
- Tracked and trended feedback to improve systems and address problems
- Supervised electronic documentation systems and reports
- Supervised Risk Management, Human Resources, and Development departments
- Identified new business opportunities and led responses to requests for proposals
- Chaired Quality Improvement committee
- Oversaw and led special projects



Program Manager | Consumer Direct Personal Care Arizona | 2006-2009

- Developed self-directed models of care in Pima, Santa Cruz, and Maricopa counties
- Initiated financial management services for several counties
- Communicated and collaborated with local and state program officials
- Assisted in securing contracts throughout Arizona
- Maintained operations and cohesion of Arizona offices including financial, procedural, regulatory, and human resource components
- Managed and supervised an office supporting over 350 employees

HR Associate | Nightingale Nursing and Caregiving | 2004-2006

- Trained staff to provide personal care for over 50 clients with developmental, physical, or emotional disabilities
- Conducted company orientation for new employees
- Handled newspaper and online advertising for open job positions
- Audited timesheets for Medicaid payments
- Provided support for emergency on-call tasks
- Participated in the Safety Committee

Caregiver | Nightingale Nursing and Caregiving | 2004

- Provided in-home personal care to clients in northwest Montana

Education

M.S. Health Administration, Kennedy Western University

B.A. Sociology, University of Virginia



Beth Peterson

Vice President/Chief Operating Officer (COO)

Ms. Peterson's focus on improving care for individuals with developmental disabilities includes 33 years of supporting people with disabilities and more than 22 years of experience administering financial management and supports broker services, incorporating management of service delivery, billing, accounts payable, and payroll. With a dedication to providing self-directed care that began with a high school job in a nursing home, she has been leading person-centered practices training since 1995. Ms. Peterson joined Consumer Direct in 2010 as a Program Manager, advancing next to Regional Manager, and becoming COO in 2013. As Vice President/COO, Ms. Peterson manages the operational implementations of new state programs and supervises operations in the 14 states where we provide services, directing all aspects of program service delivery, quality improvement, training, and claims.

As Vice President/COO since 2013, Ms. Peterson:

- Oversees program operations of companies providing services in 14 states
- Manages Quality Improvement, Claims, and Training departments
- Develops and implements policies and procedures companywide
- Supports implementation and development of new and existing programs
- Provides customer service and relationship management to service partners
- Implements person-centered planning techniques, philosophies, and training

Employment History

Regional Director | Consumer Direct Care Network | 2012-2013

- Supervised program operations of companies in four states
- Oversaw development and implementation of new services
- Developed and implemented policies and procedures
- Provided customer service and relationship management
- Created trainings of person-centered planning techniques and philosophies

Program Manager | Consumer Direct Care Network | 2010-2012

- Led review of contract with Department of Human Services to recertify Fiscal Management Agencies for State of Minnesota
- Led special projects related to accounts receivable, document management and maintenance, and system efficiencies
- Provided customer service and relationship management to service partners

Director of Services – Fiscal Management Agency | Partners in Community Supports | 2005-2010

- Supervised business operations with annual revenue over \$16 million
- Provided service to over 600 families within six programs
- Developed and implemented policies and procedures



- Provided training to all employees on service delivery, participant-directed services, and person-centered services

[Support Services Supervisor – Developmental Disabilities | Dakota Communities Inc. | 1991-2005](#)

- Supervised services and employees providing participant care
- Managed development and implementation activities
- Managed employee training and development
- Managed budget and operations for over 20 different homes
- Provided support broker services to over 20 families using consumer-directed services

Education

Post-Baccalaureate Education, St. Catherine University
B.S. Psychology, College of St. Benedict



Mickey Ogg

Vice President/Chief Strategy Officer (CSO)

Mr. Ogg's 18 years with Consumer Direct Care Network have been distinguished by his quick and thorough mastery of a wide variety of roles. He joined Consumer Direct in 2007 as a Special Projects Coordinator, in which he developed business plans and implemented a document management system. He advanced to Quality Improvement Manager in 2009, to Chief Commercial Officer in 2014, then Chief Development Officer in 2015 overseeing procurements, business relationships, human resources, and government relations. In 2023 he was named Vice President/CSO – a title reflecting his broad expertise across diverse and substantive domains. Mr. Ogg has overseen implementation of our programs in Tennessee, Washington, Virginia, Washington DC, and Colorado, and successfully directed us through our first companywide rebranding initiative. As implementation executive for the Consumer Directed Employer program in Washington, he administered our transition of 45,000 participants and 57,000 caregivers. In addition to acting as implementation executive for new projects, Mr. Ogg manages Consumer Direct's Business Development, Government Relations, and Labor Relations teams.

As Vice President/CSO since 2023, Mr. Ogg:

- Leads companywide business development, sales, marketing, and communications strategies, and manages the Business Development team
- Manages the Government Relations team including monitoring and responding to state and federal policy research and legislative changes
- Manages the Labor Relations team including outreach, bargaining, and grievance resolution
- Serves as implementation executive for new projects

Employment History

Chief Development Officer | Consumer Direct Care Network | 2015-2023

- Served as implementation executive for Consumer Direct's Washington program, other new contracts, and overall business growth
- Oversaw companywide business development, sales, marketing, human resources, government relations, and policy and legislative engagement strategies
- Oversaw new business opportunity coordination, proposal response development, and implementation of new programs nationwide

Chief Commercial Officer | Consumer Direct Care Network | 2014-2015

- Oversaw internal quality assurance review for over 20 programs
- Managed policy analysis, new business development, marketing, and community relations departments companywide
- Oversaw new business opportunity coordination, proposal response development, and implementation of new programs



Chief Compliance Officer | Consumer Direct Care Network | 2011-2014

- Managed Quality Assurance team
- Worked closely with all 11 State Directors and Program Managers in annual audits and ongoing regulatory compliance review
- Developed a comprehensive understanding of state regulations and program operations in multiple state environments

Quality Improvement Manager | Consumer Direct Care Network | 2009-2011

- Guided internal reviews and compliance efforts across multiple state programs
- Monitored existing policies, procedures, and state rules and regulations to ensure operational compliance

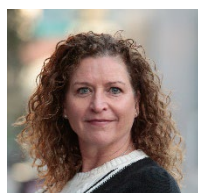
Special Projects Coordinator | Consumer Direct Care Network | 2007-2009

- Developed business plans and implemented a document management system

Education

M.B.A., University of Montana

B.A. History, University of Washington



Misty Hansen

Chief Financial Officer (CFO)

Ms. Hansen has almost 25 years of experience in the healthcare finance industry, spanning self-directed financial management services, hospitals and acute care, physician practices, outpatient clinics, skilled nursing, assisted and independent living, residency programs, and insurance plans. Prior to joining Consumer Direct, she served as the CFO of an integrated academic medical center, leading the organization through significant strategic initiatives, mergers, and acquisitions. Ms. Hansen was also the CFO of a large operator of senior living communities. She joined Consumer Direct as CFO in 2024, bringing a comprehensive understanding of the complex components of healthcare that enables her to effectively develop and execute creative strategies to improve health care delivery by providing higher quality care along with a better client experience at a lower cost. Ms. Hansen oversees finance and accounting, including the Analytics and Business Intelligence team as well the Controller/Accounting team.

As CFO since 2024, Ms. Hansen:

- Analyzes future needs and develops business models to increase efficiency
- Provides fiscal analysis and data support to evaluate programmatic changes and trends
- Oversees the Analytics and Business Intelligence team while providing supporting data and analysis required to ensure programs continue to operate efficiently
- Oversees accounting, banking, cash management, and financial reporting

Employment History

Chief Financial Officer | Watermark Retirement Communities | 2016-2024

- Provided financial oversight of more than 80 senior housing communities with multiple ownership structures, with revenues in excess of \$700 million
- Oversaw all corporate functions relating to accounting, finance, information technology, human resources, recruiting, licensing, compliance, and risk management
- Increased number of communities managed by more than 300% through acquisitions and development, with total assets under management at over \$4 billion
- Implemented new financial reporting, budgeting, and payroll systems and processes

Chief Operating Officer | Ruiz Investment Group/Trinity Management Company | 2015-2016

- Oversaw operations at 11 multi-family housing communities with revenues of \$30 million
- Implemented updated human resources processes and a quantitative evaluation process using business objectives
- Implemented technology solutions to automate business processes and create efficiencies



Positions Including CFO, Vice President, Treasurer, Controller, and Chief Accounting Officer | Banner Health, University of Arizona Health Network and Subsidiaries (UAHN), University Medical Center Corporation (UMCC), and University Physician's Healthcare (UPH) | 2001-2015

- Acted as senior negotiator between UAHN, University of Arizona, and Banner Health
- Helped lead merger of UMCC and UPH and creation of UAHN including evaluation and communication of financial implications
- Helped develop a new brand, creation of values, mission, and vision, new governance structure, and strategic plan
- Merged two professional liability captive insurance companies, involving a risk sharing agreement with the State of Arizona
- Created the Safety Net Care Pool, providing funding for 22,000 children through passage of legislation, negotiations with CMS, and development of protocols
- Negotiated Inter-Governmental Agreement with Pima County
- Fostered positive operating results, reinvestment in facilities, and support for strategic endeavors

Manager | Arthur Andersen LLP | 1998-2001

- Led assurance engagements for companies of varying sizes and industries, including academic medical centers, Medicaid programs and plans, hospitals, pharmacy benefit managers, and regional behavioral health providers

Senior Accountant | Lipsey, Millimaki & Company, LLC | 1995-1997

- Completed tax preparation and planning for audits, reviews and compilations, corporations, and benefit plans

Education and Certifications

M.B.A., University of Phoenix

B.S. Finance, Saint Mary's College of California

Certified Best on Board – Board Governance Training

Certified Public Accountant, California



Jim McInnis

Chief Administrative Officer (CAO)

As Consumer Direct's CAO since 2021, Mr. McInnis provides a wealth of professional and personal knowledge and experience to Consumer Direct Care Network, strengthened by his willingness and drive to learn, to lead, and to help. He has 25 years of hands-on experience building and scaling healthcare organizations with a community focus. Before coming to Consumer Direct, Mr. McInnis developed and led teams who implemented consumer-directed programs in over 25 states, serving over 120,000 consumers, managing a workforce of over 300,000 caregivers, and over \$3 billion of managed care organization and Medicaid funds. He is also a parent of a person with a disability and understands the impact of innovative homecare through his own personal experience.

As CAO since 2021, Mr. McInnis:

- Oversees Human Resources, Legal, Payroll, and Tax teams
- Provides input for business and strategic planning
- Oversees resource allocation and budgeting
- Responsible for overall reporting and audit activities to ensure compliance with regulatory agencies
- Ensures accurate and appropriate processing of policies and results

Employment History

Vice President | MedAcuity Software, LLC | 2020-2021

- Implemented multiple new management platforms and capabilities to scale business
- Led management team in execution of strategic and operating plans to promote innovation initiatives
- Managed profit and loss

Chief Operating Officer | 4Winds Equity Advisors | 2019-2020

- Managed due diligence and acquisition analysis
- Oversaw ASC 606 reviews
- Managed board development
- Created strategic business plans in collaboration with management
- Built tactically compelling budgets for rapid growth

Chief Administrative Officer | Public Consulting Group | 2017-2019

- Led complex agreements with Managed Care Organizations (MCOs) and state agencies/governments
- Oversaw three national product lines of over 100,000 accounts, strategic enterprise initiatives, and union workforce relations
- Negotiated pricing, SLAs, data security/SOC, and CRs
- Directed account management, human resources, audit, and legal teams and provided updates to the President and Board of Directors



Chief Financial Officer | Public Consulting Group | 2007-2017

- Led complex agreements with MCOs and state agencies/governments
- Oversaw three national product lines of over 100,000 accounts, strategic enterprise initiatives and union workforce relations
- Negotiated pricing, SLAs, data security/SOC, and CRs
- Directed account management, HR, audit and legal teams

Director of Financial Services & Delivery | Public Consulting Group | 2005-2007

- Digitally transformed shared services and streamlined customer journeys
- Motivated and led teams to innovate and create capabilities and services for MCO and state/government customers
- Achieved business's first profitable quarter and led business development, generating over \$8 million annual growth

Manager, Finance & Program Delivery | Public Consulting Group | 2000-2005

- Led six client-facing teams across multiple states in fast-growing national practice
- Led teams to design, test, and deploy specialized ERP systems in government markets
- Led cross-functional teams across operations, PMO, and business development
- Launched new product line and led double digit sales growth for five years

Associate, Public Policy Research | Boston Municipal Research Bureau | 1996-2000

- Published original research and analysis on City of Boston's operating and capital budgets (\$1.8 billion) and collaborated with public officials to improve program effectiveness and efficiency
- Researched findings frequently reported in newspapers and mass media

Associate, Investor Relations – Biotechnology & Pharmaceuticals | Feinstein Partners | 1994-1996

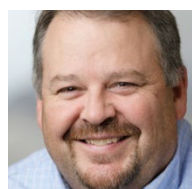
- Produced investor communications including press releases, company descriptions, and presentations
- Conducted research on venture capital private placements and presented findings via mass media
- Supported industry trade group

Education

M.B.A., Clark University

B.A. Political Science, Northeastern University

B.A. Law and Legal Studies, Northeastern University



Steve Rosenbaum

Chief Information Officer (CIO)

Mr. Rosenbaum's collaborative approach to technological solutions has helped guide Consumer Direct's success since he joined us in 2014. Bringing with him 15 years of experience in software design and business management, he was initially hired as Billing Manager, then quickly advanced to Senior Director – Claims, then on to Senior Director – Systems, where he directed technology solution development initiatives from design through implementation and operations and oversaw the Infrastructure, Data, Project Management, and IT Support teams. Named CIO in 2024, Mr. Rosenbaum leads companywide IT and data strategy development, security, and delivery, and manages Consumer Direct's IT teams and Project Management Office.

As CIO since 2024, Mr. Rosenbaum:

- Develops and supports companywide information technology and data strategy
- Leads technology and data security and delivery
- Oversees IT teams including Enterprise Data, Engineering Support, and Architecture
- Oversees the Project Management Office

Employment History

Senior Director – Systems | Consumer Direct Care Network | 2019-present

- Oversaw the Infrastructure, Data, Project Management, and IT Support teams
- Directed technology solution development initiatives from design through implementation and operations
- Engaged appropriate partners and resources to envision and deliver IT solutions
- Organized internal staff and vendor resources to deliver cost-effective solutions
- Ensured IT solutions adhered to company standards and security, capacity, and performance requirements
- Ensured IT solutions adhered to state and federal requirements

Senior Director – Claims | Consumer Direct Care Network | 2015-2019

- Managed a cross-functional team of 90-100 employees
- Responsible for tracking, billing, and claim reconciliation for all shifts processed
- Responsible for processing over five million shifts and over two million claims annually

Billing Manager | Consumer Direct Care Network | 2014-2015

- Managed a team of 25-30 employees responsible for all accounts receivable and billing functions
- Responsible for the billing activities of all 20 companies across multiple states, and for processing payment of more than 100 different payors

Owner | Rosenbaum Remodeling | 2007-2014

- Worked with local customers on residential remodeling work
- Created updated and new kitchens, bathrooms, basements, cabinetry, and tile
- Worked with subcontractors to provide a total solution



Director of Technology | Inland Northwest Space Alliance | 2005-2007

- Responsible for all aspects of technology throughout the company
- Managed technical partnership for remote sensing demonstration focused on emergency medicine (LifeGuard), which resulted in a biomedical startup company attempting to take the resulting product to market
- Led project to build and deploy a communications trailer allowing remote schools to communicate with scientists at NASA using a multimedia video conferencing system
- Built IT infrastructure with biometric badge-based security system management

Senior Program Manager/Principal Consultant/Resource Manager | Microsoft | 2004-2005

- Responsible for business analysis and design for IT systems specific to Microsoft
- Worked as lead analyst to design system changes for user experience and effectiveness
- Led pipeline tracking and follow-up, sales quotas, and individual utilization
- Provided technical pre-sales, project management, staffing, and mentoring for Microsoft Business Solutions Consulting team members

Team Leader/Senior Consultant/Support | Great Plains Software | 1992-2001

- Provided consulting and technical support to troubleshoot and determine requirements for successful customer system implementation
- Created components for custom programming solutions to complete customer implementation

Education

B.S. Computer Science and Business Administration, Concordia College



CDCN Operational Leadership



Maxine Hartranft

Senior Director

Ms. Hartranft has been with Consumer Direct Care Network since 2013, advancing to Senior Director in 2024 from Regional Director, State Director, Program Manager, Regional Administrative Lead, Timesheet Auditor, and Authorizations Coordinator. As Senior Director, Ms. Hartranft oversees operations in Alaska, Arizona, Idaho, Montana, Nevada, New Mexico, South Dakota, and Texas. She has experience working with large Managed Care Organizations (MCOs), state Medicaid agencies, and Area Agency on Aging programs. She has attained and implemented several business lines and contracts with MCOs throughout the southwest. She has also managed multiple cross-departmental system implementations and integrations, including implementations with several Electronic Visit Verification vendors. Ms. Hartranft is highly knowledgeable regarding federal, state, and local program requirements and uses her experience and knowledge to provide superior service and expertise.

As Senior Director since 2024, Ms. Hartranft:

- Directs operations in Alaska, Arizona, Idaho, Montana, Nevada, New Mexico, South Dakota, and Texas in a manner that supports company strategic anchors and thematic goals
- Analyzes profit and loss statements, creating and executing strategic business plans to maintain positive financial health
- Oversees program compliance with federal, state, company, and contract requirements
- Maintains positive relationships with partners including high-level state Medicaid officials, health plan executives, clients, and more
- Establishes key performance indicators for team members and implements accountability tools to track progress
- Effectively manages the implementation of new software programs and business solutions
- Manages cross-departmental system implementations and integrations, including implementations with multiple home health Electronic Visit Verification vendors
- Strategically implements and maintains new business partnerships

Employment History

Consumer Direct Care Network | 2013-2024

- Achieved promotional advancement from positions including Regional Director, State Director, Program Manager, Regional Administrative Lead, Timesheet Auditor, and Authorizations Coordinator

Patient Service Representative | Ottobock Orthopedic Services | 2012-2013

- Oversaw the delivery, inventory, and general management of Durable Medical Equipment (DME) throughout southern Arizona



- Assisted in maintaining and managing commercial contracts with Skilled Nursing Facilities, Rehab Facilities, Hospitals, and other healthcare facilities
- Provided direct patient support in homes and communities to ensure effective use of DME
- Provided accurate and timely documentation of DME equipment delivery to ensure reimbursement from health insurance companies and Medicare
- Maintained compliance with CMS and other health insurance requirements

Certified Chiropractic Assistant | Northwest Health Solutions | 2011-2012

- Greeted incoming patients, collected and applied payments to patient accounts, and maintained accurate records of all payments received
- Answered inquiries pertaining to chiropractic services, insurance coverage, payments, and more
- Scheduled patients for various medical procedures for multiple doctors including chiropractic care, pain management, and massage therapy
- Tracked and trended patient statistics for doctors within the practice and provided data monthly
- Performed insurance verifications for various private health insurance companies to ensure chiropractic services could be reimbursed
- Uploaded health records into Electronic Health Records software

Server | Splendido at Rancho Vistoso | 2007-2011

- Provided professional, friendly, and engaging service to elderly nursing home residents while creating and building long-lasting rapport
- Adhered to strict safety and sanitation policies to uphold proper health standards
- Managed multiple orders in a point-of-sale system to coordinate successful delivery of meals
- Skillfully addressed complaints and concerns from residents in a timely manner to achieve high customer satisfaction

Education and Certifications

B.S. Business Management, Western Governor's University

A.A., Pima Community College

Certified Dementia Practitioner, National Council of Certified Dementia Practitioners

People Manager Qualification, Society for Human Resource Management



Margarita A. Chavez-Sanchez

Regional Director

Ms. Chavez-Sanchez possesses extensive knowledge and experience in behavioral health, criminal justice, homeless services, healthcare operations, and administration. Prior to joining Consumer Direct Care Network, Ms. Chavez-Sanchez served as Director of Behavioral Health Services at the Bernalillo County Department of Behavioral Health Services. She was hired by Consumer Direct in 2024 as a State Director in New Mexico and quickly advanced to Regional Director for Arizona, Nevada, New Mexico, and Texas. As Regional Director, Ms. Chavez-Sanchez oversees operations, ensuring network-wide compliance and system consistency across the region while supporting day-to-day operations, client advocacy, and cohesiveness and collaboration between teams.

As Regional Director since 2024, Ms. Chavez-Sanchez:

- Directs daily operations in Arizona, Nevada, New Mexico, and Texas, ensuring compliance, operational efficiency, and financial health in services provided
- Coaches and mentors state directors to implement systemic solutions and drive companywide consistency
- Collects and analyzes regional score cards, dashboards, and key performance indicators
- Conducts business in accordance with state, federal, Managed Care Organization, and contract requirements
- Collaborates with regional partners regarding delivery of services and operations
- Leads and monitors deliverables and ensures timely completion of projects

Employment History

State Director | Consumer Direct Care Network | 2024

- Responsible for New Mexico's day-to-day operations to support the overall goals of the company
- Oversees the development and continuation of all policies and processes
- Collaborates directly with stakeholders regarding the delivery of services
- Ensures that we continuously provide excellent service to clients, employees, and third-party organizations, including the MCOs
- Guides and supports the leadership team to create a cohesive work environment

Independent Contractor | 2023

- Researched, prepared, and submitted local, state and federal grant applications
- Drafted organizational policy, protocol, and procedures
- Facilitated and conducted organizational and department-specific strategic planning
- Conducted data collection, analysis, and reporting
- Researched and conducted organizational and community needs assessments, policy briefs, press releases, and white papers



Director of Behavioral Health Integration and Expansion | First Choice Community Healthcare | 2023

- Managed behavioral health services staff and operations for nine First Choice clinics
- Managed fiscal impact of department budget
- Ensured timely billing and maintained relationships with MCOs and other partners
- Worked with leadership to ensure adherence to federal, state, and local regulations
- Drafted and implemented policies and procedures and orientation/training materials
- Developed strategic plan including objectives on measurable timeline
- Oversaw provider productivity, data collection, and analysis and conducted audits

Director for Behavioral Health Services | Bernalillo County Department of Behavioral Health Services | 2019-2022

- Oversaw operations including onsite substance misuse services and Behavioral Health Initiative community-based programs
- Managed a budget of over \$40 million and more than 150 department staff
- Oversaw application through award of State of New Mexico Crisis Triage licensure
- Oversaw capital improvement and master plan development of CARE campus
- Represented department in county, state, and legislative meetings
- Established and maintained relationships with community members, community providers, elected officials, and healthcare institutions at local, state, and federal level

Assistant Director for Behavioral Health Services | Bernalillo County Department of Behavioral Health Services | 2018-2019

- Developed, reviewed, and implemented policies, procedures, rules, and regulations
- Managed direct service provision for clients with mental health and substance use needs
- Developed and maintained department-wide programming to include cost benefit analysis, budget management, and fiscal analysis for onsite and community-based services
- Managed \$22 million budget and evaluated fiscal impact of over 30 contracted providers
- Established and maintained relationships government officials, community members, health providers, tribal liaisons, community advocates, and faith-based groups

Special Project Coordinator for Behavioral Health | Bernalillo County Department of Substance Abuse Programs | 2015-2018

- Prepared reports for mental health and substance abuse project proposals
- Supervised staff for contract compliance and reporting
- Developed and maintained policies and procedures and rules and regulations
- Engaged with government officials, stakeholders and other community members

Education

M.H.A., University of New Mexico

M.S. Community Health Education, University of New Mexico

B.U.S. Community Health and Exercise Science, University of New Mexico



CDNM Leadership



Katrina Hotrum-Lopez

State Director

Ms. Hotrum-Lopez joined Consumer Direct Care Network in 2025 as New Mexico State Director. She most recently led University of New Mexico Hospital-Metropolitan Detention Center Medical, Dental, and Mental Health Services, where she expanded staff and established an Addiction Treatment Center. Prior to that, Ms. Hotrum-Lopez served as Cabinet Secretary for New Mexico's Aging and Long-Term Services Department overseeing Area Agencies on Aging, Adult Protective Services, the Long-Term Care Ombudsman Program, and the Aging and Disability Resource Center. She also served as Director of Behavioral Health Services and Director of Substance Abuse Programs for Bernalillo County and held positions including Deputy Cabinet Secretary and Senior Division Director for New Mexico Department of Health and Division Director and State Long-Term Care Ombudsman for New Mexico Department of Aging and Long-Term Services Department.

As State Director, Ms. Hotrum-Lopez:

- Manages day-to-day operations for Consumer Direct in New Mexico, ensuring alignment with Consumer Direct's strategic goals
- Directs client enrollment, assessment, and supervisory visit processes to support home- and community-based services
- Oversees staff training and supervision, promoting a cohesive work environment and delivering excellent client services
- Manages program scorecards, dashboards, and key performance indicators
- Identifies and implements process improvements to streamline workflows and enhance overall program performance
- Ensures compliance with federal, state, managed care organization, and program rules

Employment History

Executive Director | University of New Mexico Hospitals-Metropolitan Detention Center (MDC) Medical, Dental, and Mental Health Services Provider | 2023-2025

- Led MDC's Health Care Services, including physical and behavioral health services
- Directed activities including financial forecasting, decision support analyses, business planning, and research coordination
- Coordinated assigned activities with other divisions, departments, outside agencies, and in accordance with the MDC Health Authority
- Collaborated to design a health care services delivery model

Cabinet Secretary | New Mexico Aging and Long-Term Services Department | 2019-2023

- Appointed by Governor Lujan-Grisham and confirmed by the State Senate in 2019
- Served as the head of the 260-person agency with a \$63 million annual budget, overseeing Area Agencies on Aging, Adult Protective Services, State Long-Term Care Ombudsman Program, and Aging and Disability Resource Center



- Advocated on behalf of the department with local government officials, other state agencies, the state legislature, and the legislative finance committee

[Director, Behavioral Health Services | Bernalillo County | 2016-2019](#)

- Directed department of 140 staff with a \$30 million budget, providing behavioral health services, crisis and stabilization services, mental health in- and out-patient services, and numerous supportive housing programs
- Developed and implemented the Bernalillo County Behavioral Health Initiative
- Received the National Council on Mental Health 2020 Innovation Achievement Award

[Director, Substance Abuse Programs | Bernalillo County | 2010-2016](#)

- Managed 67 employees who managed and directed community-based out-patient addiction treatment programs, sober living, and sobering services programs

[Deputy Cabinet Secretary | New Mexico Department of Health | 2007-2010](#)

- Directed operations of the Office of Facilities Management, which oversaw seven state-run health care facilities, and the Developmental Disabilities Services Division

[Senior Division Director, Developmental Disabilities Services Division and Division of Health Improvement | New Mexico Department of Health | 2006-2007](#)

- Ensured federal compliance with Centers for Medicaid and Medicare Services (CMS) regulations for all state, licensed long-term and intermediate care facilities
- Managed the developmental disabilities central registry providing emergency allocations and gap services for those with critical needs

[Director, Division of Health Improvement | New Mexico Department of Health | 2004-2006](#)

- Managed staff and budget to ensure that all health care agencies and facilities outlined in the NM Public Health Act were providing patient-focused, high-quality resident care in accordance with state regulations, the Joint Commission standards, and CMS regs

[Division Director, Elder Rights | New Mexico Aging and Long-Term Services Department | 2004](#)

- Worked closely with the Cabinet Secretary on elder policy initiatives
- Managed the long-term care ombudsman program, Medicare Fraud Patrol program, Medicare Options counseling, and state benefits and LTSS waiver services

[State Long-Term Care Ombudsman | New Mexico Aging and Long-Term Services Department | 2002-2004](#)

- Managed statewide operations of the Ombudsman Program

[Associate State Long-Term Care Ombudsman | New Mexico Aging and Long-Term Services Department | 1998-2002](#)

- Supervised all regional volunteer coordinators, oversaw volunteer activities and trainings, and collaborated with Adult Protective Services and the Department of Health

Education and Certifications

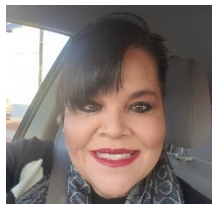
M.A., University of New Mexico

B.A., University of Alaska-Fairbanks

Lean Six Sigma, White, Yellow, and Green Belt



CDNM Personnel



Rose Estrada Program Manager

Ms. Estrada, Consumer Direct Care Network's Program Manager for Personal Care Services in New Mexico, has 17 years of experience with this program and others, including working as Regional Coordinator/Statewide Trainer for Personal Care Services, Mi Via, and Self-Directed Community Benefit services. Other roles include Operations Supervisor for Support Broker Services, Regional Service Supervisor of Self-Directed/Consultant Services, and Incident Management Coordinator for Support Brokers, Consultants, and Service Coordinators. In addition to her wealth of experience, Ms. Estrada is internationally certified in Person-Centered Thinking, state certified as a statewide trainer for New Mexico's Developmental Disabilities Support Division/Mi Via Critical Incident Management, and nationally certified for Mental Health First Aid Training.

As Program Manager since 2023, Ms. Estrada:

- Oversees day-to-day operations for 23 staff to ensure compliance with all Personal Care Services (PCS) deliverables
- Ensures compliance with federal, state, and managed care organization (MCO) rules and regulations
- Manages daily intake and referral processes, local payroll processes, and accounts receivable processes
- Manages the provision of continuous excellent service to clients, employees, and third-party organizations including MCOs
- Coordinates staff training and provides organizational leadership
- Manages day-to-day operations, client advocacy, program scorecard, dashboard, and key performance indicators
- Operations Supervisor for Support Brokers Services programs
 - Oversees day-to-day operations of 23 staff to ensure compliance with all program deliverables
 - Oversees all training programs
 - Works with MCOs and with New Mexico Department of Health for external audits

Employment History

Regional Service Supervisor | Consumer Direct Care Network | 2015-2023

- Oversaw compliance for Self-Directed/Consultant Services for New Mexico
- Ensured all training deliverables required by the state and MCOs were met
- Regularly worked with audit teams with MCO and state entities
- Billing Associate/Administrative
 - Submitted billing
 - Provided completion for accounts receivable



- Incident Management Coordinator from 2015-2019
 - Managed incidents for all Support Brokers/Consultants and Service Coordinators
 - Acted as liaison with MCOs and government agencies as requested
 - Served as certified statewide trainer for New Mexico Developmental Disabilities Support Division Mi Via Critical Incident Management

Regional Coordinator/Statewide Trainer | Consumer Direct Care Network | 2008-2023

- Supervised 11 Consumer Direct Care Network New Mexico staff members, including Consultants/Support Brokers, Program Coordinators, and administrative staff
- Organized and implemented statewide training for staff and facilitated all Mi Via/Self-Directed Community Benefit (SDCB) program new hire trainings
- Educated Consultants/Support Brokers and Program Coordinators regarding their roles and responsibilities in self-direction
- Facilitated caseload for multiple members and participants
- Built Service and Support Plans (SSPs), annual budgets, and revisions of budgets for Mi Via and SDCB programs
- Served as certified Incident Management trainer for SDCB
- Utilized Incident Management System to report all abuse, neglect, and exploitation
- Assisted participants and members with being successful in self-direction
- Assisted with services with the financial management agency, third-party assessor, durable medical equipment providers, and MCOs
- Facilitated all statewide Employer of Record forums for members and participants
- Completed quarterly reviews for Mi Via, SDCB, and PCS
- Provided caseload distribution for all programs

Branch Manager | First Community Bank | 2002-2008

- Supervised six banking staff
- Processed and approved personal, commercial, and mortgage loans
- Interviewed, hired, trained, and terminated branch employees
- Trained in risk management

Translator | Migrant Special Education Program | 2000-2002

- Developed educational curricula for children with disabilities
- Trained in Crisis Intervention for children
- Participated in home visits to work on behavioral supports and alternative approaches

Education and Certifications

Business Administration with a minor in psychology (in process), New Mexico State University

Non-Violent Crisis Intervention

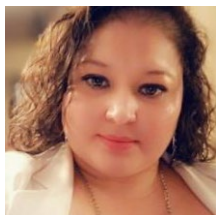
Person-Centered Planning

Critical Incident Management

Certified Statewide Trainer for DDSD/Mi Via Critical Incident Management

Person-Centered Thinking International Certification

Mental Health First Aid Training National Certification



Wendy Lujan

Service Coordinator Supervisor

Ms. Lujan has been an important part of the Consumer Direct Care Network team since 2019. She provides excellent customer service to the people we serve. Ms. Lujan plays a key role service provision for the City of Albuquerque and is one of the city's main points of contact. She oversees our staff and caregivers, ensuring a smooth delivery of Homemaker, Respite, and Personal Care Services.

As Service Coordinator Supervisor since 2021, Ms. Lujan:

- Supervises daily intake and referral processes
- Provides training to new hires and oversees employees
- Supervises day to day operations and advocates on behalf of clients
- De-escalates calls
- Conducts client home visits as necessary
- Attends job fairs
- Completes billing and data entry and communicates with City of Albuquerque Case Managers

Employment History

Direct Care Coordinator I | Consumer Direct Care Network | 2021

- Scheduled caregivers to meet clients' in-home care needs in compliance with regulations, managed care organizations, and City of Albuquerque program
- Assisted with daily intake and referral of caregivers
- Assisted in hiring and recruiting new caregivers and processing new caregiver paperwork
- Conducted weekly new hire orientations
- Scheduled and provided annual required trainings for caregivers
- Completed outbound call to request current driver's license, auto insurance, or any expired documents based on the program
- Attended job fairs

Administrative Coordinator I | Consumer Direct Care Network | 2019-2021

- Provided excellent customer service to internal and external clients
- Screened and routed phone calls to the appropriate person/department
- Complied with applicable legal requirements, standards, and policy and procedures
- Maintained necessary skills and knowledge to coordinate workflow
- Prepared reports as needed
- Participated in professional development and training activities
- Received and reviewed program documents for accuracy
- Uploaded documents to electronic file system once reviewed
- Verified that uploads were complete



- Tracked billing forms

[Inbound and Outbound Sales | S&P Data | 2016-2018](#)

- Strived to understand customers' situations and needs
- Maintained a high level of competitive product knowledge
- Provided quality service that exceeded customer expectations
- Maintained a high level of confidentiality
- Accurately documented customer interactions within the appropriate systems (using more than six systems at the same time)
- Applied techniques offered in training and ongoing coaching for continuous improvement towards sales and performance targets

Education

GED, New Mexico Public Education Department

**Enclosure C: Reference Letters****Denver Regional Council of Governments**

October 23, 2025

To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Director of Administration and Finance at Denver Regional Council of Governments (DRCOG). The contract with Consumer Direct to administer Financial Management Services for DRCOG's Veteran Directed Care program has been under my supervision since 2019. In those years, I have found Consumer Direct Care Network to be professional, responsive, and innovative.

Consumer Direct has supported approximately 250 participants and their respective caregivers throughout our contract with them over the last six years. Their work includes oversight of participant enrollment, payroll processing, the submission of claims, and conflict resolution. We have been pleased with their level of professionalism both in coordinating with DRCOG staff and the high standard of care they display for the participants in our Veterans Directed Care program.

Consumer Direct Care Network has been a crucial partner in our effort to provide care and services to our veteran community. We offer our recommendation in contracting with them for your Financial Management Services needs.

Sincerely,

Jenny Hunnings

A handwritten signature in black ink, appearing to read "JHunnings", written over a horizontal line.

Director of Administration and Finance

jhunnings@drcog.org

720-635-5733

address | 1001 17th St., Suite 700
Denver, CO 80202

main | 303-455-1000
fax | 303-480-6790

email | drcog@drcog.org
web | drcog.org



Circle of Life Hospice Foundation



To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Vice President of the Board at Circle of Life Hospice Foundation. Since 06/2024, we have found them to be compassionate, flexible, and willing to support our organization in all the necessary ways.

Consumer Direct has supported 75 participants and approximately 20 caregivers through their provided services. Their work includes *quality training and onboarding, accessible documentation, and reliable claims management*. They consistently *meet compliance standards, are proactive in solving problems* related to great care and partnership, and are always available to answer our questions.

Our team overall, has consistently had positive experiences working with them. We deeply appreciate their partnership at COLHF and the support that they provide our precious Guests. They bring value to our community and we're grateful for their compassionate hearts.

I highly recommend Consumer Direct Care Network to any organization seeking a *knowledge and caring provider*.

Sincerely,
Chaplain Chaz Blackburn
Vice President of the Board
Circle of Life Hospice Foundation
775-827-2298

A handwritten signature in black ink, appearing to read "Chaz Blackburn", with a long horizontal flourish extending to the right.

1575 Delucchi Ln Suite 214 Reno, NV 89502 | Main (775) 827-2298 | Fax (775) 827-3860



SouthEastern Arizona Governments Organization



SouthEastern Arizona Governments Organization

Serving our member governments and their constituents since 1972

October 27, 2025

SEAGO Member Entities

Cochise County
Benson
Bisbee
Douglas
Huachuca City
Sierra Vista
Tombstone
Willcox
Graham County
Pima
Safford
San Carlos
Apache Tribe
Thatcher
Greenlee County
Clifton
Duncan
Santa Cruz County
Nogales
Patagonia

SEAGO Main Office

- Administration
- Community and Economic Development
- Transportation

1403 W. Hwy 92
Bisbee, AZ 85603
520-432-5301
520-432-5858 Fax

Area Agency on Aging Office

1403 B Hwy 92
Bisbee, AZ 85603
520-432-2528
520-432-9168 Fax

www.seago.org

To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Deputy Director at the Southeastern Arizona Governments Organization (SEAGO) Area Agency on Aging. Since 2018, I have found them to be a reliable partner in providing essential in-home care support to individuals aged 60 and above, as well as to those with disabilities and their unpaid family caregivers.

Consumer Direct Care Network offers non-medical home and community-based services, including attendant care and respite services, for eligible individuals through the Area Agency on Aging (AAA). They actively recruit, hire, and train direct care workers (DCWs) to deliver these services in Cochise and Santa Cruz Counties. Moreover, they collaborate closely with our case managers to ensure the best possible care for our clients.

I highly recommend Consumer Direct Care Network to any organization seeking a dependable and knowledgeable provider.

Sincerely,
Carrie Gibbons
Deputy Director
SEAGO Area Agency on Aging
Email: cgibbons@seago.org
Phone: 520-432-2528



City of Albuquerque
RFP-2025-727-YFS-FS
Homemaker/Personal Care/Respite Care
October 31, 2025

New Mexico Aging & Long-Term Services Department



New Mexico Aging & Long-Term Services Department

Michelle Lujan Grisham, Governor

Emily Kaltenbach, Cabinet Secretary

Antoinette Vigil, Deputy Cabinet Secretary

Angelina Flores-Montoya, Deputy Cabinet Secretary

October 30, 2025

To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Deputy Cabinet Secretary at the New Mexico Aging and Long-Term Services Department. While my experience with them is recent, since 2025, with every encounter I have found them to be highly responsive, collaborative and professional.

Consumer Directed was graciously agreed to step in at the last minute to conduct a caregiver training at our recent Conference on Aging. The Consumer Direct trainers provided important hands-on education and skills for caregivers that was informative and well-received by attendees.

Consumer Direct has offered to provide behavioral health training for our staff and willing to share their expertise with community partners. While our department does not directly utilize their services for our programs, they are consistently open to collaboration and sharing information to implement best practices aimed at supporting caregivers across our communities.

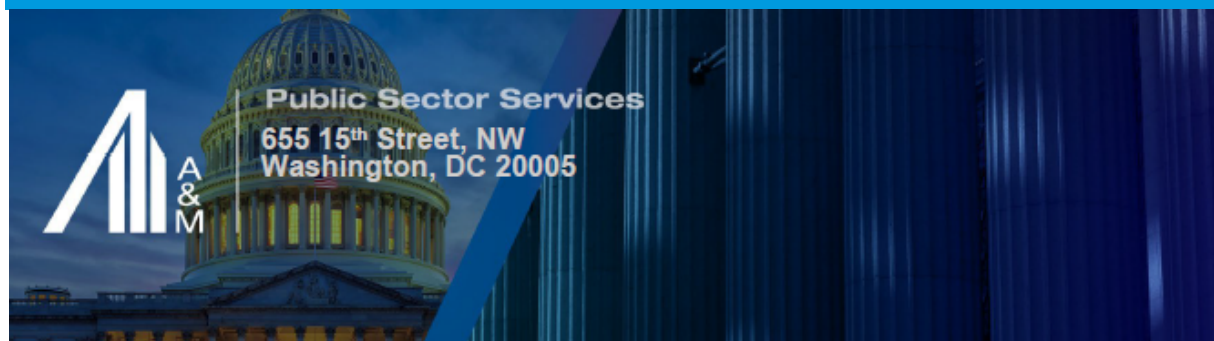
Their multistate experience and local engagement make them valuable partners. My team has consistently had a positive experience working with them. I recommend Consumer Direct Care Network to any organization seeking caregiver training and direct caregiver services.

Sincerely,

Angelina Flores-Montoya, PhD, RN
Deputy Cabinet Secretary
New Mexico Aging and Long-Term Services Department
505-637-1997 | Angelina.Flores-Montoya@altsd.nm.gov



Alvarez & Marsal Public Sector Services



October 29, 2025

To whom it may concern at the City of Albuquerque,

I am pleased to write this letter of reference for Consumer Direct Care Network (Consumer Direct) to support their application to continue providing Homemaker, Personal Care, and Respite Care services for the City of Albuquerque under RFP-2025-727-YFS-FS.

I became aware of Consumer Direct in 2016 during my tenure working with the District of Columbia's Department on Disability Services. At that time, our Department of Health Care Finance (DHCF) issued a competitive request for proposal and awarded Consumer Direct the contract to stand up a new self-direction program for the District's Elderly Blind and Disabled (EBD) waiver. That work also laid the groundwork for a future state self-direction program for the intellectual and developmental disabilities waiver. Consumer Direct proved to be a collaborative, solutions-oriented FMS vendor that brought expertise and flexibility to the table that were critical in helping stand up a new program successfully.

In 2024, A&M was engaged with the South Dakota Department of Human Services, Division of Developmental Disabilities (DDD). DDD was seeking to modernize their Agency with Choice self-direction program and secure a single vendor to step in for five regional providers who were looking to transition out of FMS work. Our team reached out to and researched various national vendors and shared their various capabilities with the DDD. In 2024, DDD selected Consumer Direct to provide statewide FMS supports for their Family Support 360 program.

In South Dakota, Consumer Direct offers both Fiscal/Employer Agent (Common Law) and Agency with Choice/Co-Employment FMS. The vast majority of people in the state use Agency with Choice supports. Consumer Direct completed the transition of services from the existing five agencies in approximately six months. They currently serve more than 770 participants and families who self-direct their in-home care, along with nearly 1,000 direct care support workers.

Consumer Direct's deep understanding of rural communities and participants with limited technology access and experience was beneficial to South Dakota's participants, families, and DDD personnel. South Dakota has large areas with no internet coverage, creating challenges for some caregivers to submit and participants to approve EVV-compliant work shifts. Consumer Direct has worked with rural participants and caregivers to offer Interactive Voice Response (IVR) solutions for submitting caregiver time to meet 21st Century Cures Act requirements. Their instructional tools for participants and caregivers are clear and user friendly.

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City of Albuquerque
RFP-2025-727-YFS-FS
Homemaker/Personal Care/Respite Care
October 31, 2025

I am confident Consumer Direct will continue to be an excellent provider for the City of Albuquerque in their understanding of the growing needs of Bernalillo County's aging population, including challenges related to poverty, disability, rural access, and language barriers. As reflected in our work with Consumer Direct in South Dakota, they are an agency committed to person-centered service delivery, timely care coordination, and caregiver training. They consistently display operational best practices include HIPAA compliance, fraud prevention, and continuous quality improvement.

Thank you for your consideration.

Sincerely,

Erin Leveton

Erin Leveton
Managing Director
Alvarez & Marsal Public Sector Services
eleveton@alvarezandmarsal.com
301.938.6315

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APPENDIX A
COST PROPOSAL
SERVICE RATE

Identify the per unit (hour) reimbursement rate for services to be provided, and any maximum and minimum number of units per year.

Rate shall include any applicable gross receipts taxes, overhead and profits and shall constitute full and complete compensation for the successful Offeror’s services under this proposal. If separate rates are required for services based on factors such as service location in Bernalillo County, service type or other factors, please identify each rate and explain in the Service Rate Justification section.

SERVICE CATEGORY	RATE(S) PER HOUR	SERVICE BLOCK TO PROVIDE SERVICES	
		Max. # of Hours per Year Proposed	Min. # of Hours per Year Proposed
Homemaker/Personal Care/Respite Services	\$33.00 (All services)	Homemaker:8,753 Personal Care: 8,753 Respite: 5,058	Homemaker: 4,705 Personal Care: 100 Respite: 2,171

- A. Days services are available (i.e. Monday-Sunday) Monday-Sunday
- B. Hours services are available 8am-11pm all days

SERVICE RATE JUSTIFICATION

Provide a Service Rate Justification for each Service Rate identified. The intent of the justification is to identify the cost breakdown basis used in establishing the reimbursement rate with respect to services proposed. Include the rationale used in developing cost components noted in Part 2 Section 2.3 Cost Proposal. Provide a cost breakdown for the activities described in Part 3 Scope of Services indicating the cost of pricing details by task if applicable. Additionally, indicate how the reimbursement rate proposed is necessary and reasonable to accomplish the Scope of Services.

Time associated with arranging for services or monitoring client progress is not billable as service hours. Costs associated with arranging for services or monitoring client progress should be included in the unit cost for services.



2.2 Cost Proposal

2.2.2 Service Rate

Consumer Direct is submitting this cost proposal for all three services—Homemaker, Personal Care, and Respite Services. All three services have the same rate but vary in maximum and minimum hours. The uploads of this cost proposal in the City's eProcurement system are identical.

Service Category	Rate(s) per Hour	Services to Provide	
		Max. # of Hours per Year Proposed	Min. # of Hours per Year Proposed
Homemaker Personal Care Respite Services	\$33.00 (All Services)	Homemaker: 8,753 Personal Care: 8,753 Respite: 5,058	Homemaker: 4,705 Personal Care: 100 Respite: 2,171

Available service times: Sunday 8am-11pm
Monday 8am-11pm
Tuesday 8am-11pm
Wednesday 8am-11pm
Thursday 8am-11pm
Friday 8am-11pm
Saturday 8am-11pm

2.2.3 Service Rate Justification

Cost Breakdown	Hourly Rate
Care	\$15.00
Administration	\$10.31
Automobile Expense	\$1.95
Professional Fees	\$1.68
Office Expense	\$2.24
IT	\$1.82
Total per Hour	\$33.00

Note on Service Rate for Homemaker/Personal Care/Respite Services

Supporting reliable and high-quality personnel to provide Homemaker/Personal Care/Respite Services has become increasingly difficult. Factors contributing to the cost of this service:

- Mandatory minimum wage increases impact our service rate.
- Competitive employment market in which caregiver wages must keep up with rising wages in the retail and fast-food industries.



- Short caregiving shifts (average shift in this program is approximately three hours) means CDNM has higher overhead costs to provide personnel to staff the short shifts.

Competitive caregiver rates enable CDNM to hire and retain quality caregivers to provide services to clients through this contract. CDNM remains open to further discussion with the City of Albuquerque regarding caregiver rates.

2.2.4 All Costs

Consumer Direct will bill the City according to its specifications. We will describe each itemized expense, to allow for a clear evaluation and comparison, relative to other offers received. All of our costs will include any applicable gross receipts taxes. We understand that the City will not pay for any amounts not included in the service rate and that items not included in the service rate remain our own liability.



Title Page

Proposal to Provide Homemaker/Personal Care/Respite Care Services

City of Albuquerque

Department of Finance and Administrative Services

Purchasing Division

Request for Proposal 2025-727-YFS-FS

Technical Response

October 31, 2025



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2.1.1 Offeror Identification

Organization Information

Organization Name: New Mexico Consumer Direct Personal Care, LLC, dba Consumer Direct Care Network New Mexico

Office Location: 8220 San Pedro NE, Suite 400, Albuquerque, NM 87113

Nature of Organization: LLC

Subcontractors: None

Name: Margarita Chavez-Sanchez, Regional Director

Email Address: MargaritaCS@ConsumerDirectCare.com

Telephone Number: 505.344.8182 ext. 3535

Compliance

Consumer Direct Care Network New Mexico (hereinafter referred to as Consumer Direct) will comply with all laws listed in solicitation RFP-2025-727-YFS-FS, as well as any other applicable federal and state laws. We agree to perform services within the terms and conditions stated in the Required Contract Terms, however, we would like to discuss the following items:

In RFP Required Contract Terms: Draft Agreement, Consumer Direct would like to negotiate items 19. Ownership, Publication, Reproduction and Use of Material; 23. Termination for Cause; and 24. Termination for Convenience of City. In item 19, we need a carve-out for proprietary materials created in the course of business. In item 23, we expect at least 30 days of notice with an opportunity to resolve any breach or problems that exist in our service, as deemed by the City of Albuquerque, prior to termination. Item 24 offers a 15-day notice for termination without cause, and we believe 30 days is reasonable, though most contracts allow for 90 days.

Receipt of Addenda

We acknowledge that no addenda have been issued for RFP-2025-727-YFS-FS. This confirmation is noted both here and in the City's eProcurement system.

Ability to Carry Insurance

Consumer Direct currently carries and will continue to carry for the duration of the contract, all insurance required by the City of Albuquerque and outlined in the RFP. The following insurances will cover all operations under the contract:

- Commercial General Liability Insurance
 - \$2,000,000 Per Occurrence
 - \$2,000,000 Policy Aggregate
 - \$1,000,000 Products Liability/Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$50,000 Fire Legal
 - \$5,000 Medical Payments



- Commercial Automobile Liability Insurance for no less than \$1,000,000
- Workers' Compensation Insurance for our employees
- Professional Liability (Errors and Omissions) Insurance for no less than \$1,000,000
- Sexual Abuse Molestation Coverage for no less than \$1,000,000

For proof of these insurances, view our Certificate of Insurance in Enclosure A.

2.1.2 Experience

2.1.2.1 Current Experience

Company Experience

Consumer Direct Care Network New Mexico (Consumer Direct) is part of the larger Consumer Direct Care Network family of companies, which has provided self-directed services across the nation for over 30 years. Consumer Direct has served New Mexicans since 2002. Our mission is to provide care and support for participants and families so they can remain in their homes and communities. We currently fulfill this mission by providing several service options throughout New Mexico. We have provided Personal Care Services (PCS) since 2002 and Mi Via Consulting Services since 2006.

Today we serve approximately 1,400 clients and 1,100 caregivers through the Agency-Based Community Benefit (ABCB), Self-Directed Community Benefit (SDCB), the Mi Via Program, and a contract with the City of Albuquerque. We have five offices in the state, with our main office located in Albuquerque. Sixty staff members support our services in urban and rural locations across New Mexico. Our service specialties include fiscal intermediary services, support broker services, and consumer-delegated agency services. We work with many populations including older adults, adults with disabilities, people with intellectual/developmental disabilities (I/DD), medically fragile (MF), brain injury (BI), HIV/AIDS, Veterans, and children with disabilities requiring Long Term Care (LTC). We provide an overview of our current experience here:

- We have provided Homemaker, Personal Care, and Respite services for the City of Albuquerque through this program since 2018.
- Through this program, we help approximately 65 people each month so they may remain independent in their homes and communities.
- Our 23 years of providing services in New Mexico gives us a deep understanding of state and local needs.
- We employ local bilingual and culturally diverse staff.
- Across New Mexico, we support a diverse population of approximately 1,400 clients and 1,100 caregivers.

We are accustomed to providing training to caregivers to ensure they are qualified to provide supportive in-home personal care services. We run the required background checks on caregivers and use our internal proficiency tracker to notify caregivers when they are due for additional training or when a background check is about to expire. We offer PCS in both the



Directed and the Delegated models in New Mexico. We have successfully partnered with the City of Albuquerque for the last seven years, with trained and experienced caregivers providing Homemaker, Personal Care, and Respite Care to individuals in Bernalillo County.

To ensure that our employment and performance standards are compliant, we have established systems in which policies, procedures, and internal controls are rigorously reviewed and updated to incorporate any changes in regulations, procedures, and forms at the federal, state, and local levels. We monitor changes and updates to federal and state labor policies using research, internal control and review audits, working closely with state advocacy and provider associations, and consulting with attorneys for guidance on specific topics when necessary.

Our experience with service provision in New Mexico is extensive. Through multiple contracts providing statewide services, we are honored to serve a diverse population of approximately 1,400 clients and 1,100 caregivers in the state. Beyond statewide PCS, we also provide Support Broker Services through the Self-Directed Community Benefit (SDCB) program and serve as Mi Via consultants. In the Mi Via program, we support individuals by creating and updating service plans, creating emergency/backup plans, and offering information on community services, so individuals are supported to remain in their homes and communities.

The day-to-day functions of this program are performed through our Albuquerque office. We employ staff who speak English, Spanish, and Navajo. We are well-prepared to continue serving people through this program and to support program growth. We will continue to cover all shifts and provide services with our active, trained caregiving staff. We currently employ 11 dedicated caregivers for this program.

We provide additional efficiencies by managing many of our administrative tasks through our management services team in Missoula, Montana. This off-site supporting staff includes the company's Executive team and other administrative resources. Managing administrative functions at an enterprise scale allows our local Albuquerque staff to focus on supporting our clients and caregivers with the highest level of personalized customer service. Our management services team supports the Albuquerque team with payroll, accounting, human resources, quality improvement and quality management, compliance, marketing and communications, training, an IT department, and a legal and risk management department.

Staff Experience

Based in our Albuquerque office, our State Director, Program Manager, Service Coordinator Supervisor, and Direct Care and Service Coordinators, will be actively engaged with this contract. In addition to these positions, a Regional Director and Senior Director also support Consumer Direct operations.

Katrina Hotrum-Lopez is the **State Director** of Consumer Direct in New Mexico. Before joining Consumer Direct in 2025, Ms. Hotrum-Lopez led University of New Mexico Hospital-Metropolitan Detention Center Medical, Dental, and Mental Health Services, where she expanded staff and established an Addiction Treatment Center. Prior to that, Ms. Hotrum-Lopez



served as Cabinet Secretary for New Mexico's Aging and Long-Term Services Department overseeing Area Agencies on Aging, Adult Protective Services, the Long-Term Care Ombudsman Program, and the Aging and Disability Resource Center. She also served as Director of Behavioral Health Services and Director of Substance Abuse Programs for Bernalillo County and held positions including Deputy Cabinet Secretary and Senior Division Director for New Mexico Department of Health and Division Director and State Long-Term Care Ombudsman for New Mexico Department of Aging and Long-Term Services Department. Ms. Hotrum-Lopez manages day-to-day operations, monitors program compliance, and leads all Consumer Direct teams to support home- and community-based services.

Rose Estrada is our **Program Manager**. Ms. Estrada has 17 years of experience with Consumer Direct, including working as Regional Coordinator/Statewide Trainer for PCS, Mi Via, and SDCB. She also has held roles including Operations Supervisor for Support Broker Services, Regional Service Supervisor of Self-Directed/Consultant Services, and Incident Management Coordinator for Support Brokers, Consultants, and Service Coordinators. In addition to her wealth of experience, Ms. Estrada is internationally certified in Person-Centered Thinking, state certified as a statewide trainer for New Mexico's Developmental Disabilities Support Division/Mi Via Critical Incident Management, and nationally certified for Mental Health First Aid Training.

Wendy Lujan, our **Service Coordinator Supervisor**, assists with providing services through the City of Albuquerque. Ms. Lujan has been in important part of the Consumer Direct team since 2019. In her role, she is responsible for supervising daily intake and referral processes, training new hires, conducting client home visit as necessary, and completing billing and data entry tasks. Ms. Lujan is a key point of contact for City of Albuquerque Case Managers.

Also working to support this program is a team of **Service Coordinators** and our **Direct Care Coordinator** (DCC). Our team of Service Coordinators maintain and coordinate client caseloads, coordinate clients' in-home care needs in compliance with federal, state, county, and city regulations and rules, and assist with daily intake and referral processes. They enroll the client, develop the plan, and conduct monthly in-person visits. Service Coordinators play an important role in interacting with clients, ensuring a good match with caregivers. Our DCC handles day-to-day staffing for clients and caregivers. The DCC schedules all shifts, ensuring a proper fit between clients and caregivers. The DCC also assists with hiring and recruiting new caregivers and processing new paperwork and provides initial training to new hires and annual training to existing caregivers.

Additionally, this program has oversight support from **Margarita A. Chavez-Sanchez, Regional Director**. Ms. Chavez-Sanchez possesses extensive knowledge and experience in behavioral health, criminal justice, homeless services, healthcare operations, and administration. Prior to joining Consumer Direct, Ms. Chavez-Sanchez served as Director of Behavioral Health Services at the Bernalillo County Department of Behavioral Health Services. She was hired by Consumer Direct in 2024 as a State Director in New Mexico and quickly advanced to Regional Director for Arizona, Nevada, New Mexico, and Texas. As Regional Director, Ms. Chavez-Sanchez oversees operations, ensuring networkwide compliance and system consistency across the region while



supporting day-to-day operations, client advocacy, and cohesion and collaboration between teams.

Finally, our team in New Mexico reports to **Maxine Hartranft, Senior Director**. Ms. Hartranft has been with Consumer Direct since 2013, advancing to Senior Director in 2024 from Regional Director and prior positions as State Director, Program Manager, Regional Administrative Lead, Timesheet Auditor, and Authorizations Coordinator. She now oversees operations in Alaska, Arizona, Idaho, Nevada, Montana, New Mexico, South Dakota, and Texas. In her role, Ms. Hartranft has worked with large managed care organizations, state Medicaid agencies, and Area Agency on Aging programs. Ms. Hartranft is highly knowledgeable regarding federal, state, and local program requirements and is familiar with the services we provide to the City of Albuquerque and throughout Bernalillo County.

In addition to operational leadership, Consumer Direct's Executive team is available to assist and provide guidance to the program, as they are invested in the successful operations of each program we run. The Executive team includes:

- **Ben Bledsoe, President and Chief Executive Officer**
- **Beth Peterson, Vice President and Chief Operating Officer**
- **Mickey Ogg, Vice President and Chief Strategy Officer**
- **Misty Hansen, Chief Financial Officer**
- **Jim McInnis, Chief Administrative Officer**
- **Steve Rosenbaum, Chief Information Officer**

Resumes for our local, operational, and executive leadership are included in Enclosure B. An organizational chart depicting Consumer Direct's staff resources can be found in section 2.1.4 Management Summary.

2.1.2.2 Past Experience

An addition to our experience providing excellent Homemaker, Personal Care, and Respite services in Bernalillo County for the City of Albuquerque, we provide summaries of other projects similar in size and scope to that required by this RFP. Corresponding letters of reference are included in Enclosure C. The work we do is typically ongoing either through evergreen contracts that automatically renew or contracts that are renewed following a re-procurement.

Denver Council of Regional Governments

Consumer Direct has been providing Veteran Directed Care for clients in Colorado served by the Denver Regional Council of Governments since 2019. We have supported approximately 250 Veterans in the Denver area, assisting them with identifying and choosing their own caregivers. We provide a letter of reference from Jenny Hunnings, Director of Administration and Finance for Denver Regional Council of Governments, in Enclosure C.

**Circle of Life Hospice Foundation**

Consumer Direct has worked with Circle of Life Hospice Foundation since 2024 and has supported 75 hospice participants with 20 caregivers. We provide caregivers to support with personal care services. We provide a letter of reference from Chaplain Chaz Blackburn, Vice President of the Board at Circle of Life Hospice Foundation, in Enclosure C.

SouthEastern Arizona Governments Organization (SEAGO) Area Agency on Aging

Since 2014, Consumer Direct has worked with SEAGO to provide Attendant Care, Respite, and Housekeeping services. As we do with the City of Albuquerque contract, we recruit, hire, and train caregivers to provide these supports for clients. We serve approximately 50 clients through this contract. The SEAGO contract requires that we monitor the funds allocated to Consumer Direct to ensure we never bill for more than our allocation. To ensure compliance, we track the designated amount of funding authorized by SEAGO, then monitor usage by clients throughout the year, always ensuring we don't exceed the amount allocated. We provide a letter of reference from Carrie Gibbons, Deputy Director of SEAGO, in Enclosure C.

New Mexico Aging & Long-Term Services Department

Our team of trainers in New Mexico recently provided hands-on education for caregivers at the Department's Conference on Aging. We provide a letter of reference from Angelina Flores-Montoya, Deputy Cabinet Secretary of the New Mexico Aging & Long-Term Services Department, in Enclosure C.

Alvarez & Marsal Public Sector Services

In 2024, Alvarez & Marsal was the consultant for the South Dakota Department of Human Services, Division of Developmental Disabilities (DDD), researching and reporting on national vendors to provide statewide financial management services (FMS). Consumer Direct was selected as the vendor for statewide FMS supports for DDD's Family Support 360 program. We support self-directed services for 770 participants and almost 1,000 caregivers in this program. We provide a letter of reference from Erin Leveton, Managing Director at Alvarez & Marsal Public Sector Services, in Enclosure C.

2.1.3 Need for Program

Activities of daily living can be difficult for seniors, and assistance from caregivers with these activities can be essential to helping them remain in their own homes. Many of the seniors receiving supplemental services from the City of Albuquerque and through other programs do so when help from family and friends is not sufficient to stay healthy in their homes. The professional services provided by a caregiver can make the difference between staying at home and moving to an institutional facility. Consumer Direct will provide reliable support services for seniors in Bernalillo County.

Understanding of Eligible Population

According to the U.S. Census Bureau's 2016-2020 American Community Survey (ACS) 5-Year Estimates, amongst Bernalillo County's population aged 65 or older, 11% are living below



poverty and 36% are living with a disability. In 2020, 4%—or approximately 27,000 people in Bernalillo County—resided in rural areas. Bernalillo County has the largest senior population in the state, with an estimated 201,872 residents aged 55 and older per the 2022 U.S. Census.

The “New Mexico Older Adults Needs Assessment” (University of New Mexico, Center for Applied Research & Analysis, 2024) found that New Mexico’s older adult population has grown significantly, as has the vulnerability of that population in terms of living in poverty and having a functional disability that affects daily living. A comparison of the U.S. Census ACS 2013-2017 5-Year Estimate and 2018-2022 5-Year Estimate found increases in the following statewide population levels:

- Older adults 60+ population
- Adults 65+ with any disability
- Adults 65+ with annual household incomes less than 200% poverty
- Adults 65+ who live alone and/or rent their housing
- Adults 65+ with dual Medicare and Medicaid
- Adult households (60+) receiving SNAP
- Adults 60+ in the labor force

The assessment found that rural areas have a significantly higher proportion of vulnerable older adults. At the same time, there have been significant increases in vulnerable older adult populations in urban areas. The needs of the eligible population align with program priorities as targeted by the Older Americans Act, which includes:

- Individuals with greatest social need
- Individuals with greatest economic need
- Low-income minority individuals
- Individuals residing in rural areas

We are experienced in providing services to vulnerable populations, including the aging population and individuals with disabilities. We also have experience providing services to individuals from diverse cultural and linguistic backgrounds in both urban and rural areas.

We hire people from the communities we serve who speak the languages of the people we serve. Many of our New Mexico staff live in Bernalillo County and the majority are bilingual in languages including Spanish or Navajo. When our staff can’t meet language needs themselves, we utilize verbal and written translation services.

Finally, our person-centered approach best meets the needs of the individuals we are serving. The goal of person-centered thinking and planning is to understand the individual and their wants and needs for services. Ultimately, Consumer Direct is committed to providing services to all individuals in need.



Conditions in Community and Needs to Be Addressed

As the senior population grows, the need for resources to support this population increases. We applaud the City of Albuquerque/Bernalillo County Area Agency on Aging's dedication to expanding access to senior services for more individuals through contracts with public and private entities. We hope to continue contributing to increasing access to senior services in Bernalillo County.

Potential factors that make it more difficult for seniors to access services include:

- Not enough caregivers to support a growing aging population
- Some individuals are not aware of the resources available to them
- Language barriers or perceived language barriers
- Lack of or limited transportation
- Rural areas where resources may be less accessible
- Poverty

Gaps and Overlaps in Services

Consumer Direct understands this program is a last resort for some individuals. Many elderly residents of Bernalillo County don't qualify for Medicaid but still require assistance that they cannot afford. We understand the need to provide services for individuals who are ineligible to receive Medicaid support, as it directly affects the health and well-being of both the clients and their families. We also recognize that individuals who have Limited English Proficiency, fall under the poverty threshold, or live in more rural areas may have additional barriers in accessing services. For example, it may be difficult for individuals living in more rural parts of Bernalillo County to visit a meal site or access public transportation.

How This Program Alleviates Gaps and Overlaps

We appreciate the City of Albuquerque/Bernalillo County AAA's dedication to providing services and resources that might otherwise be out of reach. By serving clients with the greatest level of need, including those who are ineligible for care through other agencies, this program is part of a greater solution to help the growing aging population remain in their homes and communities. It complements the existing resources for seniors in Bernalillo County by offering flexibility to address needs and reach individuals, alleviating gaps and overlaps. Other benefits of this program include:

- These services are brought to the individual needing care.
- Times that these services can be provided may be more flexible than other service offerings.
- Services are only provided to individuals who have been referred to the program based on need and eligibility, meaning that these services are available to those who need them the most and who might not otherwise have access or qualify for other services or resources.



- These services benefit individuals who are in a transitional period of needing some help but not yet requiring higher levels of care.
- Services such as respite don't only benefit the individual receiving care. They help prevent caregiver burnout for caregivers or other natural supports who may provide care with few breaks.

Consumer Direct is dedicated to providing services to help people remain in their own homes. We seek out programs that are designed to do just that, which is one of the reasons we are enthusiastic about the opportunity to continue providing these services to the City of Albuquerque. We recognize how much people value being able to remain in their own homes and communities and that without these important services the quality of life for some individuals would diminish.

At Consumer Direct, we focus on finding, collaborating, and complementing available community resources to help individuals receive the care they need. Our extensive experience providing these services and other similar services across New Mexico has given us insight into the value of the services offered through this program.

2.1.4 Best Practices

Consumer Direct strives to exceed expectations in all areas serving clients. We apply proven approaches and best practices to all aspect of service delivery including the following:

- Person-centered customer service
- Mental Health First Aid (MHFA)
- Health Insurance Portability and Accountability Act (HIPAA) compliance and Protected Health Information (PHI) privacy standards
- Fraud, abuse, exploitation, and neglect prevention
- Disaster recovery plan
- Quality Assurance

Person-Centered Customer Service

We are committed to providing high-quality customer service to the people we serve and to operating in a way that results in the best outcome for them. We train our staff on person-centered customer service so that they consider the wants and needs of the person receiving services. We are proud of our long history promoting person-centered planning and training. Starting with our mission to provide care and support for people in their homes and communities, we approach our service delivery knowing that clients are happiest and healthiest when they have choice and control over the services they receive. Our team is trained in person-centered practices. Our Program Manager, Rose Estrada, provides annual and as-needed training to our New Mexico staff members. Ms. Estrada is internationally certified in Person-Centered Thinking, state certified as a statewide trainer for New Mexico's



Developmental Disabilities Support Division/Mi Via Critical Incident Management, and nationally certified for Mental Health First Aid Training.

Timely service delivery is a critical component of person-centered care because it ensures that participants have control and choice over when and how their services are provided. By delivering services promptly, we support positive outcomes and respect the participant's ability to direct their own care. We always start service within the timeframe requested by our agency or MCO partners. As a current provider for this program, we begin services in two but no more than four days of receiving a referral. We conduct home visits in order to provide high-touch, face-to-face communication to ensure clients are in-the-know regarding their own care. In fact, we conduct care conferencing with all members of the client's care team so everyone is on the same page.

Finally, our scheduling practices are designed to pair caregivers with clients so that clients receive services when they need them. We employ backup caregivers to ensure that clients are able to have care when they need it.

Mental Health First Aid

Consumer Direct has implemented Mental Health First Aid (MHFA) training for our staff, equipping them with the skills to identify, understand, and respond to signs of mental health and substance use challenges. Staff members learn how to recognize the common signs of mental health and substance use challenges, how to provide support during a crisis, and how to connect someone with professional help. The approach of MHFA is based on the belief that people experiencing mental health and substance use challenges can and do get better and can use their own strengths to stay well. Regional Director Margarita Chavez-Sanchez, Program Manager Rose Estrada, and Service Coordinator Supervisor Wendy Lujan are all trainers for MHFA. By providing our team with more tools to handle a variety of situations, we can better serve individuals in the City of Albuquerque.

HIPAA Compliance and PHI Privacy Standards

Confidential Information Procedure and Compliance

Consumer Direct is committed to safeguarding the privacy of health information and is vigilant in ensuring ongoing compliance with HIPAA. We follow all state and federal laws, including HIPAA and related laws and privacy rules, including those related to Protected Health Information (PHI), Personally Identifying Information (PII), Medicaid data, public health, emergency preparedness, Health Information Technology (HIT), genetic information, and other laws and rules.

Our Quality Management team ensures that we remain HIPAA compliant through quarterly evaluations and comprehensive annual reviews of each of our programs. We update systems, policies, procedures, and internal controls to maintain services provided with quality and



according to program-specific requirements. In this process, an office inspection is performed to make certain that each office meets all requirements for HIPAA and other compliance issues.

Our policies ensure that PHI is stored safely, maintaining PHI accessibility only to those given clearance and protecting information from being shared beyond those approved for access. Our experienced IT technicians actively support, automate, and put into effect HIPAA's security requirements throughout our computer systems.

Additionally, IT works closely with the Legal, Privacy, Risk, and Quality Improvement departments to ensure HIPAA security breaches are prevented. To date, our security measures have been highly effective and include:

- Storing electronic confidential information and electronic PHI in encrypted form.
- Transmitting in-transit, electronic, and PHI data through secure tunnels.
- Storing paper-based PHI, to the extent that it exists, in secure locations and once scanned, storing in secure electronic form.
- Storing information on multiple secured servers in different geographic locations to protect the information in the event of a disaster.
- Establishing designated roles and associated responsibilities to limit access to PHI and assure HIPAA compliance.
- Maintaining system capabilities to allow quick and easy internal functions to institute immediate changes to access levels per changes of employment or job responsibilities.
- Protecting access by password, requiring a new password at regularly scheduled intervals, recording inappropriate and attempted logins, and automatically logging off inactive users.
- Incorporating multifactor authentication tools.
- Encrypting relevant emails through Proofpoint, the gold standard for email encryption, to ensure confidentiality.
- Recording and reviewing of activity and information systems to identify and respond to unauthorized access.
- Including written policies, procedures, and internal controls in our HIPAA manual, explicitly segregating duties for all tasks related to processing payroll, and annual independent CPA reviews of our internal controls.
- Providing initial and annual training on HIPAA, PHI, and PII for all Consumer Direct staff.

Fraud, Abuse, Exploitation, and Neglect Prevention

Our strong fraud prevention program focuses on prevention, detection, and response. Reports of fraud or abuse fall under our larger Critical Incident Reporting (CIR) process and steps to investigate, resolve, and report suspected occurrences of fraudulent or abusive activity are in line with our CIR process.

Fraud prevention starts with education. Our staff are trained to identify and report fraud, waste, and abuse. In addition to initial training during the onboarding process, our staff have



annual refresher trainings on this content. Orientation materials and trainings for clients and caregivers include information on what fraud is, types of fraud, how to report fraud, and ramifications for committing fraud.

Activities that make up the detection components of our program include internal reviews, methods for reporting fraud, monitoring visits, and remaining vigilant. We promote vigilance and accountability in reporting potential fraud. Suspected fraud can be reported to our Consumer Direct staff.

Consumer Direct performs a thorough review of time submitted for payment. All detection components of the program are documented and tracked. In response to potential fraud, Consumer Direct is a mandatory reporter. We encourage reporting no matter the consequences. We always report potential fraud to appropriate state and federal fraud units. When needed, we will discipline or retrain individuals and employees. We quickly update processes and information when identifying gaps in fraud prevention and reporting.



Consumer Direct is a mandatory reporter in all the programs we operate. As a mandatory reporter, it is important to maintain a system for reporting on critical incidents, and we will continue this practice in a manner compliant with New Mexico regulations regarding mandatory reporting for providers. We report critical incidents which may include alleged abandonment, abuse, and neglect.

Disaster Recovery Plan

Ensuring service provision without interruption is one of Consumer Direct's highest priorities. Our high-availability network, cross-trained nationwide staff, and our remote work capability bolster our ability to provide continuity of operations and recovery from emergencies, natural disasters, and pandemics. Our approach to continuity of operations is built on the following strategies.

Employee Training: All personnel receive annual emergency response training pertinent to their location. Training at minimum includes building fire drills and may also include location-specific trainings related to floods, volcanoes, earthquakes, wildfires, or other regional needs.

Business Continuity Plan: Our offices have office-specific business continuity plans to prepare essential staff, key systems, and functions to maintain operations during an emergency.



Features include a call plan, key personnel, external contacts, event/responsibility matrix, critical equipment, contingency location(s), data center contingency, staffing contingency, testing, and a site data matrix. We can also provide support for state-based program offices as needed from other offices around the nation.

Contingency Plans: We develop contingency plans to ensure continued operations when unexpected disruptions occur. Our staffing structure is designed to eliminate single points of failure whenever possible. Among our Operations personnel, many are cross trained for fluency with similar programs. Our regional structure of Operations leadership enables familiarity across programs, allowing personnel to quickly provide back-up support to other teams. By creating a strong chain of trained and knowledgeable personnel, we work to eliminate situations in which a single state office is the only source of program support.

Protection and Security of Data: The testing and audits we perform are essential to protect and secure data activity. We conduct primary audits covering all spectrums of IT including infrastructure, vulnerability management, application and system vulnerability tests, governance, and controls. Our testing processes are comprehensive and cover the frameworks of National Institute of Standards and Technology (NIST), HIPAA, System and Organization Controls (SOC), and Sarbanes-Oxley (SOX) audits. Annually, we perform:

- SOC2 Type II certification
- Security audit that includes internal and external penetration testing, application penetration testing, physical security audit, HIPAA controls audit, vishing and phishing audit/testing
- HITRUST certified facilities (data centers) and platforms
- SOX compliance audit over core financial systems
- Payor assessments/audits as required

We maintain digital redundancy with two data centers – one in Herndon, Virginia, and another in Lynnwood, Washington. The data centers operate and are monitored 24 hours a day and safeguard complete data capture. The data centers provide services to handle data, voice, network, program management, and financial management services.

Voice, Messaging, and Email Services: Due to the criticality and timeliness of voice, messaging, and email services, live backups of this data are made to the secondary data center servers for Teams and Outlook Exchange. During an interruption to the primary data center, voice and email can be restored within 30 minutes. In addition to our back-ups to voice, messaging, and email services, Consumer Direct informs clients, caregivers, and service partners of any disruptions of services during disasters. As necessary, our Communications team can send out update emails and text notifications with details relating to an emergency and any resulting outages. We may also post updates on our social media pages and website as necessary. Operations leadership will also attempt direct contact with city staff.

Periodic Review of Key Systems, Activities, and Processes: As part of Consumer Direct's internal review process, emergency plans are reviewed annually or as needed. Regular testing and review processes are also utilized, including the following:

- Software backups are tested bi-weekly.
- Generator is on a weekly test run and full-load test yearly.
- Internet connections are monitored internally and externally.
- External monitoring creates call-tree events that notify contacts if there are outages.
- Business continuity plan is reviewed, tested, and updated annually or as needed.
- New business continuity plans are produced whenever we add services.

Quality Assurance

Consumer Direct consistently delivers high quality services. Throughout our company, we have integrated quality assurance practices to strengthen internal controls and promote efficiency. We approach monitoring and quality assurance activities in multiple ways. Local leadership staff and administrative staff have defined roles and responsibilities. At the corporate level, we further divide roles and responsibilities between a Quality Management (QM) team and a Quality Improvement (QI) team. QM focuses on all quality assurance-related tasks, while process improvement tasks are overseen by QI. Consumer Direct delivers high-quality services on a consistent basis in part because the operations and administrative staff focused on quality assurance complement each other while also providing the necessary arms-length oversight required to be effective.



The QM and QI departments work separately from the program-based operations staff to prevent conflicts of interest and preserve objectivity in the review process. The QM and QI departments work hand in hand to administer annual customer satisfaction surveys, perform annual program reviews, collect, analyze, and deliver actionable program metrics, and assist local leadership to ensure services meet program requirements. QM performs annual reviews of program specific performance standards and federal, state, program, and internal requirements/best practices. This is done by first reviewing findings internally, then sharing the findings with local leadership and assisting as necessary to help local teams make improvements and achieve compliance.



The outcome of our internal quality assurance reviews ensures the accuracy of our systems, processes, and records, and has resulted in external audits with minimal to no negative findings. For example, we passed our last audit performed by the City of Albuquerque with a score of 100%. The audit found no deficiencies in our compliance standards or services. This is a testament to Consumer Direct's ability to provide services with high standards and comply with laws, rules, and regulations.

2.1.3 Proposed Approach to Tasks in Scope of Services

3.1 Referrals

Consumer Direct recognizes that Homemaker/Personal Care/Respite Care clients will be referred to us by the Area Agency on Aging or its Case Management Program designees through case plans. These plans indicate the specific service activities to be provided, the number of hours, the frequency of services to be offered, and the duration of services for each client. We are already accustomed to accepting these referrals as an existing provider for the City of Albuquerque. We closely monitor authorized services for the people we serve, ensuring that services are provided in accordance with the case plans. Case plans are stored securely in the client's electronic file.

3.2 Funding

Consumer Direct understands that the amount of funds available under this solicitation is approximately \$625,000, including gross receipts tax earned through an hourly rate for the direct services provided. We also recognize that the availability of such funds is subject to receipt of funding by the City and that additional funds outside those identified in this RFP may be made available during the contract period and at the discretion of the City's Department of Family and Community services.

3.3 Target Delivery

Consumer Direct understands that the provisions set forth in the Older Americans Act target the delivery of all services to older individuals with greatest economic need or social need and older individuals at risk for institutional placement. We also recognize particular targeting toward low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

As an existing provider of these services in Albuquerque, we are accustomed and experienced providing services to clients who fall within these categories. We also recognize that we are unable to serve individuals unless we have received a referral and case plan for the Area Agency on Aging or its Case Management program designees.

3.4 Purpose

All funds awarded under this solicitation will be used to enable frail older persons to remain independent in their homes or under their caregiver's care to help them avoid or delay institutionalization. Services funded under this solicitation will not replace existing Homemaker,



Personal Care, or Respite Services, or replace funds available to support existing services requested.

3.5 General Provision

Consumer Direct currently meets and will continue to meet all general provisions outlined in the scope of services. This means we:

- a. Provide services only to clients referred by the Area Agency on Aging or its designee, in a timely and consistent manner, and according to specifications regarding service activities to be provided, the number of hours, and frequency and duration of services for each client.
- b. Recognize that Homemaker and Respite Care services may require the delivery of Personal Care Services including the services of a Home Health Aide when identified in the client's case plan.
- c. Maintain all documentation on individual clients served including times and dates services were received as confirmed by the client or caregiver upon completion of each visit.
- d. Recognize that the City's Department of Family and Community Services reserves the right to make modifications to any agreement awarded as result of this RFP should policies and procedures governing the Older Americans Act Program at the federal, state, or local level change or warrant modification.

3.6 Homemaker/Personal Care/Respite Services

Consumer Direct is submitting this technical proposal for all three services—Homemaker, Personal Care, and Respite Care. The uploads of this technical proposal in the City's eProcurement system are identical.

Service A—Homemaker Services

Consumer Direct currently provides assistance with routine housekeeping tasks to help clients maintain independence in their home. We serve clients across New Mexico, including Bernalillo County, with laundry, making and changing their bedding, washing dishes, vacuuming, dusting, mopping, cleaning bathrooms and kitchens, cleaning appliances, removing trash, washing inside their windows, assisting with menu planning, and any other tasks as assigned in their case plan. Upon initial receipt of the approved case plan, our Service Coordinator develops a detailed care schedule to deliver the number and duration of housekeeping tasks as outlined. A copy of the signed case plan is kept in the client's file and is given to the client.

Service B—Personal Care Services

Consumer Direct currently provides assistance with routine personal care services to help clients maintain independence in their home. For this program and in other programs where we provide services, we assist clients with bathing, shampooing, toileting, shaving, oral care,



nail care, dressing, skin care, ambulation, transfers, mobility assistance, prompting or cuing, turning and positioning, medication reminders, preparing snacks/meals, feeding, and encouraging fluids. Upon initial receipt of the approved case plan, our Service Coordinator develops a detailed care schedule to deliver the number and duration of personal care services as outlined. A copy of the signed case plan is kept in the client’s file and is given to the client.

Service C—Respite Care Services

In addition to already providing respite care in Bernalillo County, we offer respite as temporary relief to primary caregivers in Alaska, Arizona, Montana, and Nevada. We will continue to offer the following respite care tasks upon the award of the new contract: companionship, emotional support, and supervision to assure safety, as well as stepping in for any immediate tasks typically provided by the primary caregiver, as outlined in the client’s case plan. Upon initial receipt of the approved case plan, our Service Coordinator will develop a detailed respite care schedule to deliver the number and duration of respite services as outlined. A copy of the signed case plan will be kept in the client’s file and is given to the client.

3.7 Service Delivery	These Scope of Services sections are included in section 2.1.6 Service Delivery, Staff Training, and Recordkeeping Requirements starting on page 21.
3.8 Staff Requirements	
3.9 Recordkeeping Requirements	

3.10 Federal Compliance

Consumer Direct complies and will continue to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). We certify that we will establish, publish, and post a statement of our policies and requirements on maintaining a drug-free workplace that complies with the “Drug-Free Workplace Act of 1988” (P.L. 100-690). We will continue to require that all caregivers/providers of services under this agreement comply with the workplace requirements of the act.

3.11 Responsibilities of Service Providers Under Area Plans

3.11.a Providing Services to the Targeted Population

Consumer Direct affirms that to the maximum extent feasible, we will continue to provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas according to their need for services. We will not provide services to individuals unless they have been referred to us by the AAA. We are accustomed to providing services to all individuals who fall into these groups.

We take a person-centered approach when providing services. This means that our staff works with the client to understand their wants and needs. Our staff are trained to be culturally sensitive when interacting with the people we serve. Many of our staff are bilingual and are



from the communities we serve. When our staff can't meet language needs themselves, we utilize verbal and written translation services. Finally, we are experienced in providing services to individuals who live in rural areas in Bernalillo County and across the rest of the state.

3.11.b Reporting Danger

When appropriate and with the consent of the older person or their representative, Consumer Direct will notify the appropriate officials including Adult Protective Services, for follow-up, conditions, or circumstances that place the client, or their household, in imminent danger. We have policies and procedures for when these situations occur, and the safety of the older person is of the utmost importance to us. Our staff are trained to recognize changes in the client's health situation. Our staff are also trained to recognize abuse, neglect, and fraud and to assist older persons if they are being mistreated or harmed.

3.11.c Arranging Services for Weather Related Emergencies

Consumer Direct affirms that when feasible and appropriate, we will make arrangements for the availability of services for clients in weather-related emergencies.

3.11.d Assist Clients in Taking Advantage of Benefits Under Other Programs

When appropriate, Consumer Direct will assist clients in taking advantage of benefits under other programs whether they be other City of Albuquerque programs, county programs or state programs. Consumer Direct is knowledgeable about other programs that can support individuals in need and will direct clients to the resources that may help them.

3.11.e Unnecessary Duplication of Services

Consumer Direct will ensure that services are coordinated with other appropriate services in the community and will not unnecessarily duplicate services provided by other sources. We will ensure that our services are performed in accordance with the client's case plan.

2.1.4 Management Summary

City of Albuquerque staff will continue to interface with Wendy Lujan, our Service Coordinator Supervisor, and our Service Coordinators. Responsibilities of staff who are dedicated solely to the City of Albuquerque—the Service Coordinator Supervisor, Service Coordinators, and Direct Care Coordinator—are highlighted below.

Service Coordinator Supervisor responsibilities:

- Supervise daily program operations
- Supervise daily intake and referral processes
- Maintain and coordinate a caseload of clients
- Provide training

Service Coordinator responsibilities:

- Explain the program
- Enroll new members



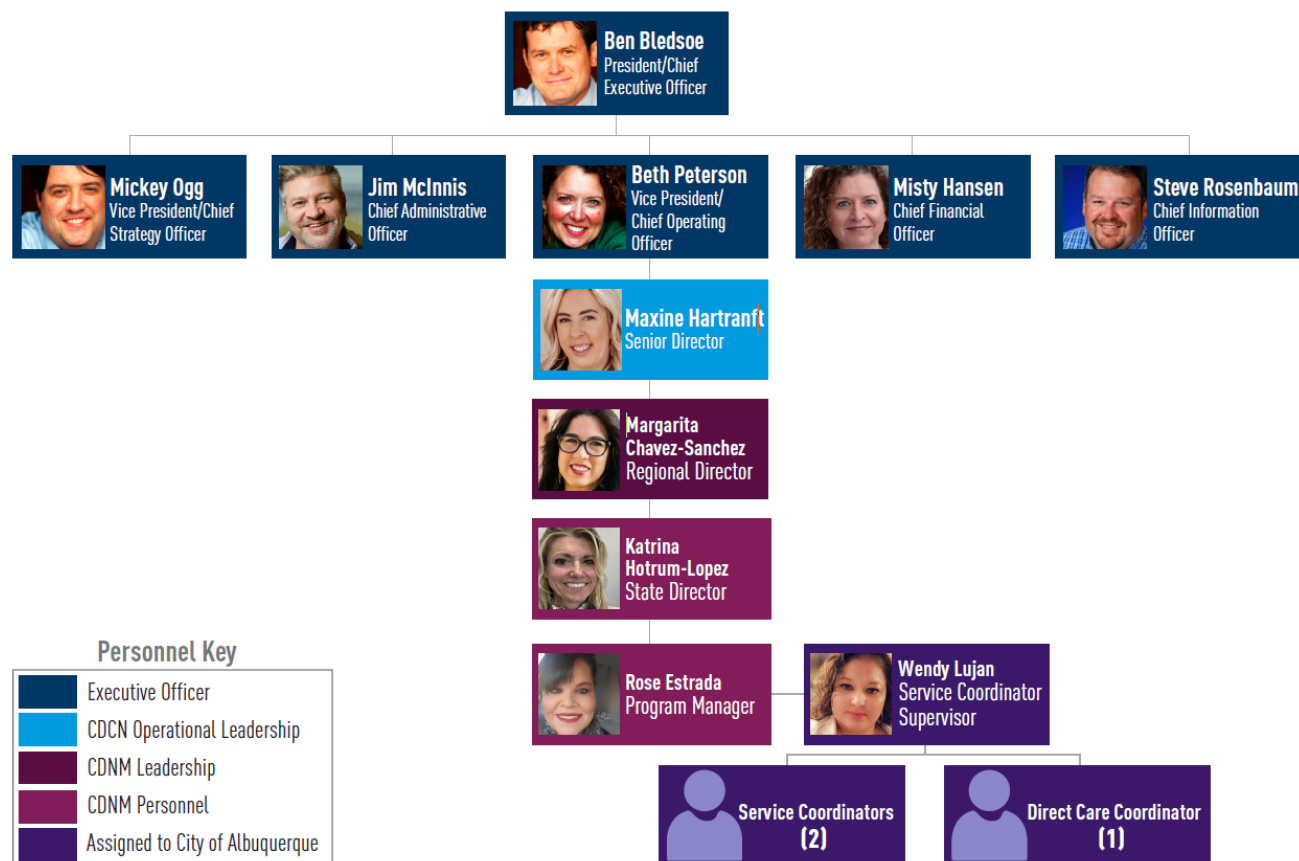
- Process paperwork
- Review background check results for caregivers
- Schedule services for clients
- Review client case plans
- Perform monthly monitoring visits

Direct Care Coordinator responsibilities:

- Coordinate day-to-day staffing of the clients and caregivers
- Schedule shifts
- Ensure proper fit is made between client and caregiver
- Assist with hiring and recruiting new caregivers and processing new paperwork
- Provide training assistance for caregivers

Based in our Albuquerque office, our State Director Katrina Hotrum-Lopez and Program Manager Rose Estrada will also be actively engaged with this contract. Ms. Hotrum-Lopez and Ms. Estrada will be directly supported by our Regional Director Margarita Chavez-Sanchez and our Senior Director Maxine Hartranft. Our Executive team is also available to provide support and address concerns of the city. As a collaborative partner, we will work with the City of Albuquerque to ensure that individuals who are receiving services through this program receive high-quality services. The following organizational chart depicts the staff resources available to the City of Albuquerque.

CDCN-City of Albuquerque Organizational Chart



2.1.5 Monitoring and Evaluation Plans

Consumer Direct's commitment to providing high-quality services relies on monitoring and evaluating service delivery and client satisfaction. Our local Direct Care Coordinator is in charge of caregiver assignment and scheduling and ensures that service delivery occurs as it should.

Additionally, our Quality Improvement (QI) team sends an annual satisfaction survey to all our clients. Aggregated satisfaction survey results and feedback are analyzed for trends, strengths, and areas needing improvement. This information is compiled into a report and presented to the Senior Director, Regional Director, State Director, and Consumer Direct's Executive team. If trends or issues do not meet program requirements or expected company best-practice standards, Consumer Direct will initiate a corrective action plan to identify strategies and deadlines for immediate improvement with local office staff. Solutions to identified issues are incorporated into our ongoing quality improvement processes, policies, procedures, and internal controls, as appropriate.



In 2025, Consumer Direct Care Network New Mexico received an overall client satisfaction rating of 4.7 out of 5.0 for Personal Care Services.

In addition to monitoring survey results, our Customer Experience team tracks other metrics to improve services and ensure compliance with program requirements by utilizing our Customer Relationship Management (CRM) system and our CXOne system. CRM logs, tracks, and flags interactions, complaints, and resolutions. CXOne records interactions, monitors service quality, and tracks key performance metrics. Communication records logged by CRM provide insight into previous conversations so we can identify trends. CXOne allows us to report statistics of individual queues. For example, separate queues can be set up to handle communications with us related to a specific program, or to handle communications based on the language spoken by the individual communicating with us. Additionally, reporting can be customized based on specific program requirements. These reports are collated in a dashboard that will be monitored by the State Director.

When a client chooses Consumer Direct as a provider, they should feel confident that they will get services delivered as promised. If there is a problem, Consumer Direct wants to address it quickly and solve the problem. Consumer Direct is committed to maintaining its responsiveness to the needs and concerns of our clients.

2.1.6 Service Delivery, Staff Training, and Recordkeeping Requirements

3.7 Service Delivery

3.7.a-c Providing Services According to the Case Plan

As an established provider in Albuquerque, Consumer Direct can continue to deliver services to the clients the City of Albuquerque serves throughout Bernalillo County with ease. Consumer Direct is accustomed to receiving referrals from agencies or Case Management Program (CMP) staff to provide services for clients. We will provide these services to clients within two (2) to four (4) business days of receipt of the referral case plan, confirming with the CMP that services have been initiated at the designated time.

All cases are reviewed once a week. Our staff monitor care needs daily for the purpose of tracking and scheduling the care. If the assigned caregiver is unable to provide care, we send out the on-call caregiver. If the on-call caregiver is not available, we immediately notify the member and the City of Albuquerque Case Manager.

We strictly adhere to the predetermined case plan in order to provide the approved services for the duration and frequency detailed in the case plan and we recognize that the city does not pay for costs associated with services other than those approved by the CMP. If a circumstance is to occur where we cannot provide services in the specified period, we will contact the CMP immediately. We will prioritize these services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.



3.7.d Notifications of Interruption in Services

Our key indicator of quality is the efficient and accurate delivery of services. If an interruption in service delivery occurs, we strive to inform the affected parties as soon as possible. Regardless of the circumstance, our staff will verify that the Case Manager, client, and caregiver all have the necessary information. We maintain contact information for all relevant parties associated with each client so that we can notify the appropriate individuals when interruption of services occurs. In addition, we maintain records of when and to whom these notifications are provided within our CRM system.

3.7.e Monitoring Provision of Services

Consumer Direct staff will monitor the provision of services provided to adhere to established client case plans. Clients will be informed of the services they have been approved for and our staff and systems will ensure that services are provided in accordance with the case plan.

Our systems quickly update to reflect changes made to the case plan. As an internal control, our administrative staff reviews and processes service authorizations and maintains client information in our systems to ensure services are being provided according to case plans.

Our robust systems and processes manage and record every service delivery transaction including time worked, services delivered, and payments. We have sophisticated internal controls for verifying time worked. All time submissions are subject to the unique business rules for the program and payor involved. These rules automatically evaluate what services the client can be provided as per their case plan.

3.7.f Maintaining Documentation of Background Checks

Consumer Direct has an established system to fully process, conduct, and maintain background checks on all prospective caregivers according to state and federal laws and regulations. We are accustomed to adopting federal, state, and program-specific background screening tools to verify that all caregivers hired for work in clients' homes are not on any exclusion lists. We run checks on all prospective caregivers through the Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) and the National Sex Offender Registry. We will run all required background checks within the required timeframe upon receipt of the prospective caregiver's completed background check authorization. Results are maintained in their electronic file and exclusions are noted within their electronic profile to prohibit future hire.

As a condition of employment or contract, any newly hired staff must submit to checks required to provide direct client care or to directly supply clients with a good or service. We recognize the need for checking multiple systems for the most thorough results. Our Document Review team reviews required documentation, including background check results to ensure that all required checks have been completed with appropriate results. Using our proficiency tracker report, we track the outcomes of screenings and ensure that all screenings have been completed in a timely manner. Using our proficiency tracker, we stay current with expiring background checks or qualifications and alert caregivers when they need to update their



background checks. We maintain the results of caregiver background checks in their electronic HR record.

Finally, we utilize an "Ok to Work" process to ensure all requirements are met before care is provided. The "OK to Work" process at Consumer Direct involves completing all required hiring activities, verifying qualifications through system processes and manual reviews, and ensuring all documentation is accurate and present. Employees are notified of their "OK to Work" status once all requirements are met and cannot provide paid services until they receive this notification.

3.8 Staff Requirements

Consumer Direct understands that success in any program begins with qualified personnel who have completed comprehensive training. We offer MHFA training, and our New Mexico caregiver staff also are required to complete a minimum of 10 hours of initial training and 10 hours of ongoing training annually. We base our training on the "In The Know" caregiver training program (www.knowingmore.com), which provides comprehensive, easy-to-understand trainings on the range of topics required to support fragile seniors to stay safely in their homes.

Trainings include:

- Cooking
- Dementia
- Diabetes
- Working with difficult and combative people
- Dressing and grooming tips
- Food preparation and safety
- Incontinence
- Nutrition for the elderly
- Substance abuse
- Understanding Alzheimer's disease
- Understanding COPD
- Understanding seizures
- Using assistive devices
- Tuberculosis and infection control

As mentioned in section 2.1.4 Best Practices, we also train caregivers on healthcare fraud, waste, abuse, and exploitation. Our staff are trained on the concepts of person-centered thinking and planning. Our Program Manager, Rose Estrada in Mexico is a nationally certified person-centered thinking trainer who provides ongoing trainings to all our staff members at least annually. Excellent and thorough training at the outset of a caregiver's introduction to working with frail seniors is essential to establishing good work practices and protocols.



3.9 Recordkeeping Requirements

Recordkeeping

Consumer Direct is experienced in finding the right caregivers for clients, and at maintaining all records related to caregiver/client contact. We are experienced in collecting this service delivery information through paper timesheets, as well as Electronic Visit Verification (EVV) in New Mexico. Upon receiving an initial case plan, and upon the completion of each visit, we will verify that the client has provided us with a signed statement. Whether we collect client information and caregiver timesheets through paper or digital submission, we securely maintain all pertinent information which can later be summarized in a report: client name, service type(s) received, date/time of service, and duration of service.

Reporting

Consumer Direct is accustomed to meeting diverse agency reporting needs, which are deliverable through secure FTP, web site, email, electronic portable media, and standard mail. Reports are customizable according to the City of Albuquerque's specifications, made available in real time or as archived data, dependent on the City's preferences. All reporting requests are evaluated to ensure compliance with HIPAA security and privacy requirements prior to distribution. Consumer Direct logs all report requests and deliveries to identify user and date of delivery. We can access information across our platforms to deliver a comprehensive and tailored reporting experience to users.

Consumer Direct is experienced at creating customized reports based on any number of criteria. Working with the City, we will continue to provide reports to the Area Agency on Aging with specific data points either using report criteria already in use or building new standards for data collection as required by changes. We look forward to continuing to report key data to the City of Albuquerque to ensure continued program success and contract compliance.

Billing

Consumer Direct's Claims team is well-equipped to accurately and efficiently bill the Area Agency on Aging according to their billing codes and protocol. We are already experienced in submitting claims for this program. We have adapted to claims submission, remittance, and secure information exchange processes for many states, health plans, and alternate payer systems. With each new program we serve, we apply industry standard information exchange to include claims sent, payments received, and eligibility information. Through the use of industry standard information exchange, our systems can be adapted to work with any payer system. Our claims submission process is directly linked to our internal accounting systems, which are modified for each new program according to specific business rules. Business rules are put in place for claims submission and time entry to guide both processes and keep them within specific program parameters. Business rules guide our Billing staff for accurate and timely claims submission and help to limit and prevent user error in the submission process. Our Claims team will work directly with the Area Agency on Aging to submit claims timely and accurately.



2.1.7 Limitations

We have no limitations regarding service delivery in Bernalillo County.



Enclosure A: Certificate of Liability Insurance



MONTHEA-08

TROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Missoula Office Marsh McLennan Agency LLC P.O. Box 4386 Missoula, MT 59808		CONTACT NAME: Traci Ross PHONE (A/C, No, Ext): (406) 532-5841 FAX (A/C, No): E-MAIL ADDRESS: Traci.Ross@MarshMMA.com															
INSURED New Mexico Consumer Direct Personal Care, LLC 1120 Pennsylvania St NE, Suite 100 Albuquerque, NM 87110-7408		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER C: Property and Casualty Ins Co of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Illinois Union Insurance Company	27960	INSURER B: Philadelphia Indemnity Insurance Company	18058	INSURER C: Property and Casualty Ins Co of Hartford	34690	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Property and Casualty Ins Co of Hartford	34690																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X	MLP G72597321 004	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PHPK2609165	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE DED \$ RETENTION \$		XFL G72597333 004	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	41WNS21202	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.		MLP G72597321 004	10/1/2025	10/1/2026	Occurrence \$ 1,000,000
A	Sexual Misconduct		MLP G72597321 004	10/1/2025	10/1/2026	Aggregate Sublimit \$ 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Cyber Liability Coverage - Carrier: Beazley and Homeland Security Co. of New York - Effective 2/6/25 - 2/6/26 - Total Limit \$10,000,000 PF-57121 Additional Insured						

CERTIFICATE HOLDER City of Albuquerque Dept of Financing and Administrative Services PO Box 1293 Albuquerque, NM 87103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CHUBB®

**ADDITIONAL INSURED – PRIMARY, NON-CONTRIBUTORY
(WHERE REQUIRED BY WRITTEN CONTRACT)**

Named Insured Consumer Direct Holdings, Inc.			Endorsement Number 3
Policy Symbol MLP	Policy Number G72597321 003	Policy Period 10/01/2024 to 10/01/2025	Effective Date of Endorsement 10/01/2024
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**HEALTHCARE FACILITIES GENERAL LIABILITY COVERAGE PART
HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART**

XGENERAL LIABILITY COVERAGE PART

XPROFESSIONAL LIABILITY COVERAGE PART

Additional Premium: \$ Included

In consideration of the additional premium set forth above (if applicable), the policy is amended as follows:

A. If GENERAL LIABILITY COVERAGE PART is selected above, then the policy is amended as follows:

1. At Section II. WHO IS AN INSURED by adding the following to Subsection B.:

Any natural persons or organizations with which the Named Insured has a written contract, if such written contract requires that this policy include such natural person or organization as an additional "insured" hereunder, but solely with respect to such additional "insureds" liability for "bodily injury", "property damage" or "personal and advertising injury" caused by an "occurrence" or offense that was caused solely by:

- You or your "employees" acting on your behalf; and
- Within the scope of your duties to and performed on behalf of such additional "insured".

However, the insurance afforded to such additional "insured" will not be broader than that which the Named Insured is required by the written contract to provide for such additional "insured".

2. At Section V. ADDITIONAL CONDITIONS by adding the following to B. Other Insurance, Item 2:

- Solely with respect to any such additional "insured" afforded coverage by this endorsement, if other valid insurance is available to such additional "insured" for any liability covered by this endorsement, then:
 - This policy shall cover such liability on a primary basis; and
 - We will not seek contribution from such other valid insurance available to the additional "insured", provided however, that subject to the General Aggregate Deductible and any Policy Aggregate Deductible shown in the Declarations, our obligations under this policy are excess of the Each Occurrence Deductible shown in the Declarations.

B. If PROFESSIONAL LIABILITY COVERAGE PART is selected above, then the policy is amended as follows:

1. At Section II. WHO IS AN INSURED by adding the following to Subsection B.:



Any natural persons or organizations with which the Named Insured has a written contract, if such written contract requires that this policy include such natural person or organization as an additional "insured" hereunder, but solely with respect to "healthcare professional services" performed by you or on your behalf for such additional "insured".

However, the insurance afforded to such additional "insured" will not be broader than that which the Named Insured is required by the written contract to provide for such additional "insured".

2. At Section **V. ADDITIONAL CONDITIONS** by adding the following to **C. Other Insurance**, Item 2:

- Solely with respect to any additional "insured" afforded coverage by this endorsement, if other valid insurance is available to such additional "insured" for any liability covered by this endorsement, then:

- a. This policy shall cover such liability on a primary basis; and
- b. We will not seek contribution from such other valid insurance available to the additional "insured",

provided however, that subject to the Professional Liability Aggregate Deductible and any Policy Aggregate Deductible shown in the Declarations, our obligations under this policy are in excess of any Each Professional Incident Deductible shown in the Declarations.

- C. The coverage afforded by this endorsement to such additional "insured" shall be limited to "bodily injury", "property damage", "personal and advertising injury" or "professional incidents" which occurred or were committed after the written contract between such additional "insured" and the Named Insured has been executed by both parties and such written contract must be in effect during the Policy Period. Coverage for such additional "insured" shall terminate as of the expiration of such written contract.
- D. If the Limits of Insurance stated in the Declarations exceed the limits of insurance required by such written contract, then the insurance provided by this endorsement shall be limited to the limits of insurance required by such written contract. This endorsement shall not increase the Limits of Insurance stated in the Declarations.
- E. If General Liability (either Occurrence or Claims-Made) is selected, the coverage provided shall not apply to any coverage under any Employee Benefits Liability, Non-Owned Automobile Liability or Hired/Non-Owned Automobile Liability endorsements annexed to this policy.
- F. Where no coverage shall apply herein for the Named Insured, no coverage or defense shall be afforded to such additional "insureds".
- G. This endorsement only applies to and amends coverage under this policy, including any other Additional Insured Endorsements thereto. If this policy contains any other Additional Insured Endorsements, then those endorsements remain in effect and are only amended by the terms of this endorsement with respect to those additional "insureds" that this endorsement applies to.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read "J. Lupica", is written over a horizontal line.

JOHN J. LUPICA, President
Authorized Representative



Enclosure B: Staff Resumes

Executive Team



Ben Bledsoe

President/Chief Executive Officer (CEO)

Mr. Bledsoe's career path from caregiver to CEO gives him a comprehensive understanding of service provision extraordinary in today's healthcare industry. With a background as a Peace Corps Volunteer in Tonga, he began his journey with Consumer Direct Care Network as a caregiver in 2004. He became a Program Manager in Arizona in 2006, then returned to our Missoula, Montana, headquarters in 2009 as Vice President of Operations. In 2012, he was named CEO. Committed to ensuring that the people we serve have choice and control over the lives they lead, Mr. Bledsoe's dedication to home and community based services, interest in business efficiencies, and international, executive, and practical field experience help Consumer Direct thrive as today's self-direction services industry leader.

As President/CEO since 2012, Mr. Bledsoe:

- Directs vision and goals for Consumer Direct's national family of companies providing self-directed in-home care services
- Oversees all finances and operations in 14 states
- Maintains relationships with federal, state, and local government officials, appointees, staff, and other partners
- Collaborates with managed care organizations on partnerships and new services
- Presents company initiatives internally and externally
- Makes and approves policy, personnel, investment, and strategic decisions
- Leads Executive team
- Reports to the Board of Directors of Consumer Direct Holdings, Inc. (CDH)

Employment History

Vice President of Operations | Consumer Direct Care Network | 2009-2012

- Managed quality assurance measures for programs in 12 affiliated companies
- Oversaw operations of nine companies in multiple states
- Implemented internal review procedures and tools
- Developed fraud prevention program
- Tracked and trended feedback to improve systems and address problems
- Supervised electronic documentation systems and reports
- Supervised Risk Management, Human Resources, and Development departments
- Identified new business opportunities and led responses to requests for proposals
- Chaired Quality Improvement committee
- Oversaw and led special projects



Program Manager | Consumer Direct Personal Care Arizona | 2006-2009

- Developed self-directed models of care in Pima, Santa Cruz, and Maricopa counties
- Initiated financial management services for several counties
- Communicated and collaborated with local and state program officials
- Assisted in securing contracts throughout Arizona
- Maintained operations and cohesion of Arizona offices including financial, procedural, regulatory, and human resource components
- Managed and supervised an office supporting over 350 employees

HR Associate | Nightingale Nursing and Caregiving | 2004-2006

- Trained staff to provide personal care for over 50 clients with developmental, physical, or emotional disabilities
- Conducted company orientation for new employees
- Handled newspaper and online advertising for open job positions
- Audited timesheets for Medicaid payments
- Provided support for emergency on-call tasks
- Participated in the Safety Committee

Caregiver | Nightingale Nursing and Caregiving | 2004

- Provided in-home personal care to clients in northwest Montana

Education

M.S. Health Administration, Kennedy Western University

B.A. Sociology, University of Virginia



Beth Peterson

Vice President/Chief Operating Officer (COO)

Ms. Peterson's focus on improving care for individuals with developmental disabilities includes 33 years of supporting people with disabilities and more than 22 years of experience administering financial management and supports broker services, incorporating management of service delivery, billing, accounts payable, and payroll. With a dedication to providing self-directed care that began with a high school job in a nursing home, she has been leading person-centered practices training since 1995. Ms. Peterson joined Consumer Direct in 2010 as a Program Manager, advancing next to Regional Manager, and becoming COO in 2013. As Vice President/COO, Ms. Peterson manages the operational implementations of new state programs and supervises operations in the 14 states where we provide services, directing all aspects of program service delivery, quality improvement, training, and claims.

As Vice President/COO since 2013, Ms. Peterson:

- Oversees program operations of companies providing services in 14 states
- Manages Quality Improvement, Claims, and Training departments
- Develops and implements policies and procedures companywide
- Supports implementation and development of new and existing programs
- Provides customer service and relationship management to service partners
- Implements person-centered planning techniques, philosophies, and training

Employment History

Regional Director | Consumer Direct Care Network | 2012-2013

- Supervised program operations of companies in four states
- Oversaw development and implementation of new services
- Developed and implemented policies and procedures
- Provided customer service and relationship management
- Created trainings of person-centered planning techniques and philosophies

Program Manager | Consumer Direct Care Network | 2010-2012

- Led review of contract with Department of Human Services to recertify Fiscal Management Agencies for State of Minnesota
- Led special projects related to accounts receivable, document management and maintenance, and system efficiencies
- Provided customer service and relationship management to service partners

Director of Services – Fiscal Management Agency | Partners in Community Supports | 2005-2010

- Supervised business operations with annual revenue over \$16 million
- Provided service to over 600 families within six programs
- Developed and implemented policies and procedures



- Provided training to all employees on service delivery, participant-directed services, and person-centered services

[Support Services Supervisor – Developmental Disabilities | Dakota Communities Inc. | 1991-2005](#)

- Supervised services and employees providing participant care
- Managed development and implementation activities
- Managed employee training and development
- Managed budget and operations for over 20 different homes
- Provided support broker services to over 20 families using consumer-directed services

Education

Post-Baccalaureate Education, St. Catherine University

B.S. Psychology, College of St. Benedict



Mickey Ogg

Vice President/Chief Strategy Officer (CSO)

Mr. Ogg's 18 years with Consumer Direct Care Network have been distinguished by his quick and thorough mastery of a wide variety of roles. He joined Consumer Direct in 2007 as a Special Projects Coordinator, in which he developed business plans and implemented a document management system. He advanced to Quality Improvement Manager in 2009, to Chief Commercial Officer in 2014, then Chief Development Officer in 2015 overseeing procurements, business relationships, human resources, and government relations. In 2023 he was named Vice President/CSO – a title reflecting his broad expertise across diverse and substantive domains. Mr. Ogg has overseen implementation of our programs in Tennessee, Washington, Virginia, Washington DC, and Colorado, and successfully directed us through our first companywide rebranding initiative. As implementation executive for the Consumer Directed Employer program in Washington, he administered our transition of 45,000 participants and 57,000 caregivers. In addition to acting as implementation executive for new projects, Mr. Ogg manages Consumer Direct's Business Development, Government Relations, and Labor Relations teams.

As Vice President/CSO since 2023, Mr. Ogg:

- Leads companywide business development, sales, marketing, and communications strategies, and manages the Business Development team
- Manages the Government Relations team including monitoring and responding to state and federal policy research and legislative changes
- Manages the Labor Relations team including outreach, bargaining, and grievance resolution
- Serves as implementation executive for new projects

Employment History

Chief Development Officer | Consumer Direct Care Network | 2015-2023

- Served as implementation executive for Consumer Direct's Washington program, other new contracts, and overall business growth
- Oversaw companywide business development, sales, marketing, human resources, government relations, and policy and legislative engagement strategies
- Oversaw new business opportunity coordination, proposal response development, and implementation of new programs nationwide

Chief Commercial Officer | Consumer Direct Care Network | 2014-2015

- Oversaw internal quality assurance review for over 20 programs
- Managed policy analysis, new business development, marketing, and community relations departments companywide
- Oversaw new business opportunity coordination, proposal response development, and implementation of new programs



Chief Compliance Officer | Consumer Direct Care Network | 2011-2014

- Managed Quality Assurance team
- Worked closely with all 11 State Directors and Program Managers in annual audits and ongoing regulatory compliance review
- Developed a comprehensive understanding of state regulations and program operations in multiple state environments

Quality Improvement Manager | Consumer Direct Care Network | 2009-2011

- Guided internal reviews and compliance efforts across multiple state programs
- Monitored existing policies, procedures, and state rules and regulations to ensure operational compliance

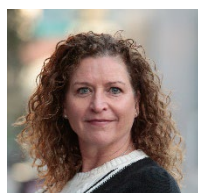
Special Projects Coordinator | Consumer Direct Care Network | 2007-2009

- Developed business plans and implemented a document management system

Education

M.B.A., University of Montana

B.A. History, University of Washington



Misty Hansen

Chief Financial Officer (CFO)

Ms. Hansen has almost 25 years of experience in the healthcare finance industry, spanning self-directed financial management services, hospitals and acute care, physician practices, outpatient clinics, skilled nursing, assisted and independent living, residency programs, and insurance plans. Prior to joining Consumer Direct, she served as the CFO of an integrated academic medical center, leading the organization through significant strategic initiatives, mergers, and acquisitions. Ms. Hansen was also the CFO of a large operator of senior living communities. She joined Consumer Direct as CFO in 2024, bringing a comprehensive understanding of the complex components of healthcare that enables her to effectively develop and execute creative strategies to improve health care delivery by providing higher quality care along with a better client experience at a lower cost. Ms. Hansen oversees finance and accounting, including the Analytics and Business Intelligence team as well the Controller/Accounting team.

As CFO since 2024, Ms. Hansen:

- Analyzes future needs and develops business models to increase efficiency
- Provides fiscal analysis and data support to evaluate programmatic changes and trends
- Oversees the Analytics and Business Intelligence team while providing supporting data and analysis required to ensure programs continue to operate efficiently
- Oversees accounting, banking, cash management, and financial reporting

Employment History

Chief Financial Officer | Watermark Retirement Communities | 2016-2024

- Provided financial oversight of more than 80 senior housing communities with multiple ownership structures, with revenues in excess of \$700 million
- Oversaw all corporate functions relating to accounting, finance, information technology, human resources, recruiting, licensing, compliance, and risk management
- Increased number of communities managed by more than 300% through acquisitions and development, with total assets under management at over \$4 billion
- Implemented new financial reporting, budgeting, and payroll systems and processes

Chief Operating Officer | Ruiz Investment Group/Trinity Management Company | 2015-2016

- Oversaw operations at 11 multi-family housing communities with revenues of \$30 million
- Implemented updated human resources processes and a quantitative evaluation process using business objectives
- Implemented technology solutions to automate business processes and create efficiencies



Positions Including CFO, Vice President, Treasurer, Controller, and Chief Accounting Officer | Banner Health, University of Arizona Health Network and Subsidiaries (UAHN), University Medical Center Corporation (UMCC), and University Physician's Healthcare (UPH) | 2001-2015

- Acted as senior negotiator between UAHN, University of Arizona, and Banner Health
- Helped lead merger of UMCC and UPH and creation of UAHN including evaluation and communication of financial implications
- Helped develop a new brand, creation of values, mission, and vision, new governance structure, and strategic plan
- Merged two professional liability captive insurance companies, involving a risk sharing agreement with the State of Arizona
- Created the Safety Net Care Pool, providing funding for 22,000 children through passage of legislation, negotiations with CMS, and development of protocols
- Negotiated Inter-Governmental Agreement with Pima County
- Fostered positive operating results, reinvestment in facilities, and support for strategic endeavors

Manager | Arthur Andersen LLP | 1998-2001

- Led assurance engagements for companies of varying sizes and industries, including academic medical centers, Medicaid programs and plans, hospitals, pharmacy benefit managers, and regional behavioral health providers

Senior Accountant | Lipsey, Millimaki & Company, LLC | 1995-1997

- Completed tax preparation and planning for audits, reviews and compilations, corporations, and benefit plans

Education and Certifications

M.B.A., University of Phoenix

B.S. Finance, Saint Mary's College of California

Certified Best on Board – Board Governance Training

Certified Public Accountant, California



Jim McInnis

Chief Administrative Officer (CAO)

As Consumer Direct's CAO since 2021, Mr. McInnis provides a wealth of professional and personal knowledge and experience to Consumer Direct Care Network, strengthened by his willingness and drive to learn, to lead, and to help. He has 25 years of hands-on experience building and scaling healthcare organizations with a community focus. Before coming to Consumer Direct, Mr. McInnis developed and led teams who implemented consumer-directed programs in over 25 states, serving over 120,000 consumers, managing a workforce of over 300,000 caregivers, and over \$3 billion of managed care organization and Medicaid funds. He is also a parent of a person with a disability and understands the impact of innovative homecare through his own personal experience.

As CAO since 2021, Mr. McInnis:

- Oversees Human Resources, Legal, Payroll, and Tax teams
- Provides input for business and strategic planning
- Oversees resource allocation and budgeting
- Responsible for overall reporting and audit activities to ensure compliance with regulatory agencies
- Ensures accurate and appropriate processing of policies and results

Employment History

Vice President | MedAcuity Software, LLC | 2020-2021

- Implemented multiple new management platforms and capabilities to scale business
- Led management team in execution of strategic and operating plans to promote innovation initiatives
- Managed profit and loss

Chief Operating Officer | 4Winds Equity Advisors | 2019-2020

- Managed due diligence and acquisition analysis
- Oversaw ASC 606 reviews
- Managed board development
- Created strategic business plans in collaboration with management
- Built tactically compelling budgets for rapid growth

Chief Administrative Officer | Public Consulting Group | 2017-2019

- Led complex agreements with Managed Care Organizations (MCOs) and state agencies/governments
- Oversaw three national product lines of over 100,000 accounts, strategic enterprise initiatives, and union workforce relations
- Negotiated pricing, SLAs, data security/SOC, and CRs
- Directed account management, human resources, audit, and legal teams and provided updates to the President and Board of Directors



Chief Financial Officer | Public Consulting Group | 2007-2017

- Led complex agreements with MCOs and state agencies/governments
- Oversaw three national product lines of over 100,000 accounts, strategic enterprise initiatives and union workforce relations
- Negotiated pricing, SLAs, data security/SOC, and CRs
- Directed account management, HR, audit and legal teams

Director of Financial Services & Delivery | Public Consulting Group | 2005-2007

- Digitally transformed shared services and streamlined customer journeys
- Motivated and led teams to innovate and create capabilities and services for MCO and state/government customers
- Achieved business's first profitable quarter and led business development, generating over \$8 million annual growth

Manager, Finance & Program Delivery | Public Consulting Group | 2000-2005

- Led six client-facing teams across multiple states in fast-growing national practice
- Led teams to design, test, and deploy specialized ERP systems in government markets
- Led cross-functional teams across operations, PMO, and business development
- Launched new product line and led double digit sales growth for five years

Associate, Public Policy Research | Boston Municipal Research Bureau | 1996-2000

- Published original research and analysis on City of Boston's operating and capital budgets (\$1.8 billion) and collaborated with public officials to improve program effectiveness and efficiency
- Researched findings frequently reported in newspapers and mass media

Associate, Investor Relations – Biotechnology & Pharmaceuticals | Feinstein Partners | 1994-1996

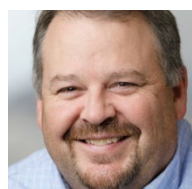
- Produced investor communications including press releases, company descriptions, and presentations
- Conducted research on venture capital private placements and presented findings via mass media
- Supported industry trade group

Education

M.B.A., Clark University

B.A. Political Science, Northeastern University

B.A. Law and Legal Studies, Northeastern University



Steve Rosenbaum

Chief Information Officer (CIO)

Mr. Rosenbaum's collaborative approach to technological solutions has helped guide Consumer Direct's success since he joined us in 2014. Bringing with him 15 years of experience in software design and business management, he was initially hired as Billing Manager, then quickly advanced to Senior Director – Claims, then on to Senior Director – Systems, where he directed technology solution development initiatives from design through implementation and operations and oversaw the Infrastructure, Data, Project Management, and IT Support teams. Named CIO in 2024, Mr. Rosenbaum leads companywide IT and data strategy development, security, and delivery, and manages Consumer Direct's IT teams and Project Management Office.

As CIO since 2024, Mr. Rosenbaum:

- Develops and supports companywide information technology and data strategy
- Leads technology and data security and delivery
- Oversees IT teams including Enterprise Data, Engineering Support, and Architecture
- Oversees the Project Management Office

Employment History

Senior Director – Systems | Consumer Direct Care Network | 2019-present

- Oversaw the Infrastructure, Data, Project Management, and IT Support teams
- Directed technology solution development initiatives from design through implementation and operations
- Engaged appropriate partners and resources to envision and deliver IT solutions
- Organized internal staff and vendor resources to deliver cost-effective solutions
- Ensured IT solutions adhered to company standards and security, capacity, and performance requirements
- Ensured IT solutions adhered to state and federal requirements

Senior Director – Claims | Consumer Direct Care Network | 2015-2019

- Managed a cross-functional team of 90-100 employees
- Responsible for tracking, billing, and claim reconciliation for all shifts processed
- Responsible for processing over five million shifts and over two million claims annually

Billing Manager | Consumer Direct Care Network | 2014-2015

- Managed a team of 25-30 employees responsible for all accounts receivable and billing functions
- Responsible for the billing activities of all 20 companies across multiple states, and for processing payment of more than 100 different payors

Owner | Rosenbaum Remodeling | 2007-2014

- Worked with local customers on residential remodeling work
- Created updated and new kitchens, bathrooms, basements, cabinetry, and tile
- Worked with subcontractors to provide a total solution



Director of Technology | Inland Northwest Space Alliance | 2005-2007

- Responsible for all aspects of technology throughout the company
- Managed technical partnership for remote sensing demonstration focused on emergency medicine (LifeGuard), which resulted in a biomedical startup company attempting to take the resulting product to market
- Led project to build and deploy a communications trailer allowing remote schools to communicate with scientists at NASA using a multimedia video conferencing system
- Built IT infrastructure with biometric badge-based security system management

Senior Program Manager/Principal Consultant/Resource Manager | Microsoft | 2004-2005

- Responsible for business analysis and design for IT systems specific to Microsoft
- Worked as lead analyst to design system changes for user experience and effectiveness
- Led pipeline tracking and follow-up, sales quotas, and individual utilization
- Provided technical pre-sales, project management, staffing, and mentoring for Microsoft Business Solutions Consulting team members

Team Leader/Senior Consultant/Support | Great Plains Software | 1992-2001

- Provided consulting and technical support to troubleshoot and determine requirements for successful customer system implementation
- Created components for custom programming solutions to complete customer implementation

Education

B.S. Computer Science and Business Administration, Concordia College



CDCN Operational Leadership



Maxine Hartranft

Senior Director

Ms. Hartranft has been with Consumer Direct Care Network since 2013, advancing to Senior Director in 2024 from Regional Director, State Director, Program Manager, Regional Administrative Lead, Timesheet Auditor, and Authorizations Coordinator. As Senior Director, Ms. Hartranft oversees operations in Alaska, Arizona, Idaho, Montana, Nevada, New Mexico, South Dakota, and Texas. She has experience working with large Managed Care Organizations (MCOs), state Medicaid agencies, and Area Agency on Aging programs. She has attained and implemented several business lines and contracts with MCOs throughout the southwest. She has also managed multiple cross-departmental system implementations and integrations, including implementations with several Electronic Visit Verification vendors. Ms. Hartranft is highly knowledgeable regarding federal, state, and local program requirements and uses her experience and knowledge to provide superior service and expertise.

As Senior Director since 2024, Ms. Hartranft:

- Directs operations in Alaska, Arizona, Idaho, Montana, Nevada, New Mexico, South Dakota, and Texas in a manner that supports company strategic anchors and thematic goals
- Analyzes profit and loss statements, creating and executing strategic business plans to maintain positive financial health
- Oversees program compliance with federal, state, company, and contract requirements
- Maintains positive relationships with partners including high-level state Medicaid officials, health plan executives, clients, and more
- Establishes key performance indicators for team members and implements accountability tools to track progress
- Effectively manages the implementation of new software programs and business solutions
- Manages cross-departmental system implementations and integrations, including implementations with multiple home health Electronic Visit Verification vendors
- Strategically implements and maintains new business partnerships

Employment History

Consumer Direct Care Network | 2013-2024

- Achieved promotional advancement from positions including Regional Director, State Director, Program Manager, Regional Administrative Lead, Timesheet Auditor, and Authorizations Coordinator

Patient Service Representative | Ottobock Orthopedic Services | 2012-2013

- Oversaw the delivery, inventory, and general management of Durable Medical Equipment (DME) throughout southern Arizona



- Assisted in maintaining and managing commercial contracts with Skilled Nursing Facilities, Rehab Facilities, Hospitals, and other healthcare facilities
- Provided direct patient support in homes and communities to ensure effective use of DME
- Provided accurate and timely documentation of DME equipment delivery to ensure reimbursement from health insurance companies and Medicare
- Maintained compliance with CMS and other health insurance requirements

Certified Chiropractic Assistant | Northwest Health Solutions | 2011-2012

- Greeted incoming patients, collected and applied payments to patient accounts, and maintained accurate records of all payments received
- Answered inquiries pertaining to chiropractic services, insurance coverage, payments, and more
- Scheduled patients for various medical procedures for multiple doctors including chiropractic care, pain management, and massage therapy
- Tracked and trended patient statistics for doctors within the practice and provided data monthly
- Performed insurance verifications for various private health insurance companies to ensure chiropractic services could be reimbursed
- Uploaded health records into Electronic Health Records software

Server | Splendido at Rancho Vistoso | 2007-2011

- Provided professional, friendly, and engaging service to elderly nursing home residents while creating and building long-lasting rapport
- Adhered to strict safety and sanitation policies to uphold proper health standards
- Managed multiple orders in a point-of-sale system to coordinate successful delivery of meals
- Skillfully addressed complaints and concerns from residents in a timely manner to achieve high customer satisfaction

Education and Certifications

B.S. Business Management, Western Governor's University

A.A., Pima Community College

Certified Dementia Practitioner, National Council of Certified Dementia Practitioners

People Manager Qualification, Society for Human Resource Management



Margarita A. Chavez-Sanchez

Regional Director

Ms. Chavez-Sanchez possesses extensive knowledge and experience in behavioral health, criminal justice, homeless services, healthcare operations, and administration. Prior to joining Consumer Direct Care Network, Ms. Chavez-Sanchez served as Director of Behavioral Health Services at the Bernalillo County Department of Behavioral Health Services. She was hired by Consumer Direct in 2024 as a State Director in New Mexico and quickly advanced to Regional Director for Arizona, Nevada, New Mexico, and Texas. As Regional Director, Ms. Chavez-Sanchez oversees operations, ensuring network-wide compliance and system consistency across the region while supporting day-to-day operations, client advocacy, and cohesiveness and collaboration between teams.

As Regional Director since 2024, Ms. Chavez-Sanchez:

- Directs daily operations in Arizona, Nevada, New Mexico, and Texas, ensuring compliance, operational efficiency, and financial health in services provided
- Coaches and mentors state directors to implement systemic solutions and drive companywide consistency
- Collects and analyzes regional score cards, dashboards, and key performance indicators
- Conducts business in accordance with state, federal, Managed Care Organization, and contract requirements
- Collaborates with regional partners regarding delivery of services and operations
- Leads and monitors deliverables and ensures timely completion of projects

Employment History

State Director | Consumer Direct Care Network | 2024

- Responsible for New Mexico's day-to-day operations to support the overall goals of the company
- Oversees the development and continuation of all policies and processes
- Collaborates directly with stakeholders regarding the delivery of services
- Ensures that we continuously provide excellent service to clients, employees, and third-party organizations, including the MCOs
- Guides and supports the leadership team to create a cohesive work environment

Independent Contractor | 2023

- Researched, prepared, and submitted local, state and federal grant applications
- Drafted organizational policy, protocol, and procedures
- Facilitated and conducted organizational and department-specific strategic planning
- Conducted data collection, analysis, and reporting
- Researched and conducted organizational and community needs assessments, policy briefs, press releases, and white papers



Director of Behavioral Health Integration and Expansion | First Choice Community Healthcare | 2023

- Managed behavioral health services staff and operations for nine First Choice clinics
- Managed fiscal impact of department budget
- Ensured timely billing and maintained relationships with MCOs and other partners
- Worked with leadership to ensure adherence to federal, state, and local regulations
- Drafted and implemented policies and procedures and orientation/training materials
- Developed strategic plan including objectives on measurable timeline
- Oversaw provider productivity, data collection, and analysis and conducted audits

Director for Behavioral Health Services | Bernalillo County Department of Behavioral Health Services | 2019-2022

- Oversaw operations including onsite substance misuse services and Behavioral Health Initiative community-based programs
- Managed a budget of over \$40 million and more than 150 department staff
- Oversaw application through award of State of New Mexico Crisis Triage licensure
- Oversaw capital improvement and master plan development of CARE campus
- Represented department in county, state, and legislative meetings
- Established and maintained relationships with community members, community providers, elected officials, and healthcare institutions at local, state, and federal level

Assistant Director for Behavioral Health Services | Bernalillo County Department of Behavioral Health Services | 2018-2019

- Developed, reviewed, and implemented policies, procedures, rules, and regulations
- Managed direct service provision for clients with mental health and substance use needs
- Developed and maintained department-wide programming to include cost benefit analysis, budget management, and fiscal analysis for onsite and community-based services
- Managed \$22 million budget and evaluated fiscal impact of over 30 contracted providers
- Established and maintained relationships government officials, community members, health providers, tribal liaisons, community advocates, and faith-based groups

Special Project Coordinator for Behavioral Health | Bernalillo County Department of Substance Abuse Programs | 2015-2018

- Prepared reports for mental health and substance abuse project proposals
- Supervised staff for contract compliance and reporting
- Developed and maintained policies and procedures and rules and regulations
- Engaged with government officials, stakeholders and other community members

Education

M.H.A., University of New Mexico

M.S. Community Health Education, University of New Mexico

B.U.S. Community Health and Exercise Science, University of New Mexico



CDNM Leadership



Katrina Hotrum-Lopez

State Director

Ms. Hotrum-Lopez joined Consumer Direct Care Network in 2025 as New Mexico State Director. She most recently led University of New Mexico Hospital-Metropolitan Detention Center Medical, Dental, and Mental Health Services, where she expanded staff and established an Addiction Treatment Center. Prior to that, Ms. Hotrum-Lopez served as Cabinet Secretary for New Mexico's Aging and Long-Term Services Department overseeing Area Agencies on Aging, Adult Protective Services, the Long-Term Care Ombudsman Program, and the Aging and Disability Resource Center. She also served as Director of Behavioral Health Services and Director of Substance Abuse Programs for Bernalillo County and held positions including Deputy Cabinet Secretary and Senior Division Director for New Mexico Department of Health and Division Director and State Long-Term Care Ombudsman for New Mexico Department of Aging and Long-Term Services Department.

As State Director, Ms. Hotrum-Lopez:

- Manages day-to-day operations for Consumer Direct in New Mexico, ensuring alignment with Consumer Direct's strategic goals
- Directs client enrollment, assessment, and supervisory visit processes to support home- and community-based services
- Oversees staff training and supervision, promoting a cohesive work environment and delivering excellent client services
- Manages program scorecards, dashboards, and key performance indicators
- Identifies and implements process improvements to streamline workflows and enhance overall program performance
- Ensures compliance with federal, state, managed care organization, and program rules

Employment History

Executive Director | University of New Mexico Hospitals-Metropolitan Detention Center (MDC) Medical, Dental, and Mental Health Services Provider | 2023-2025

- Led MDC's Health Care Services, including physical and behavioral health services
- Directed activities including financial forecasting, decision support analyses, business planning, and research coordination
- Coordinated assigned activities with other divisions, departments, outside agencies, and in accordance with the MDC Health Authority
- Collaborated to design a health care services delivery model

Cabinet Secretary | New Mexico Aging and Long-Term Services Department | 2019-2023

- Appointed by Governor Lujan-Grisham and confirmed by the State Senate in 2019
- Served as the head of the 260-person agency with a \$63 million annual budget, overseeing Area Agencies on Aging, Adult Protective Services, State Long-Term Care Ombudsman Program, and Aging and Disability Resource Center



- Advocated on behalf of the department with local government officials, other state agencies, the state legislature, and the legislative finance committee

[Director, Behavioral Health Services | Bernalillo County | 2016-2019](#)

- Directed department of 140 staff with a \$30 million budget, providing behavioral health services, crisis and stabilization services, mental health in- and out-patient services, and numerous supportive housing programs
- Developed and implemented the Bernalillo County Behavioral Health Initiative
- Received the National Council on Mental Health 2020 Innovation Achievement Award

[Director, Substance Abuse Programs | Bernalillo County | 2010-2016](#)

- Managed 67 employees who managed and directed community-based out-patient addiction treatment programs, sober living, and sobering services programs

[Deputy Cabinet Secretary | New Mexico Department of Health | 2007-2010](#)

- Directed operations of the Office of Facilities Management, which oversaw seven state-run health care facilities, and the Developmental Disabilities Services Division

[Senior Division Director, Developmental Disabilities Services Division and Division of Health Improvement | New Mexico Department of Health | 2006-2007](#)

- Ensured federal compliance with Centers for Medicaid and Medicare Services (CMS) regulations for all state, licensed long-term and intermediate care facilities
- Managed the developmental disabilities central registry providing emergency allocations and gap services for those with critical needs

[Director, Division of Health Improvement | New Mexico Department of Health | 2004-2006](#)

- Managed staff and budget to ensure that all health care agencies and facilities outlined in the NM Public Health Act were providing patient-focused, high-quality resident care in accordance with state regulations, the Joint Commission standards, and CMS regs

[Division Director, Elder Rights | New Mexico Aging and Long-Term Services Department | 2004](#)

- Worked closely with the Cabinet Secretary on elder policy initiatives
- Managed the long-term care ombudsman program, Medicare Fraud Patrol program, Medicare Options counseling, and state benefits and LTSS waiver services

[State Long-Term Care Ombudsman | New Mexico Aging and Long-Term Services Department | 2002-2004](#)

- Managed statewide operations of the Ombudsman Program

[Associate State Long-Term Care Ombudsman | New Mexico Aging and Long-Term Services Department | 1998-2002](#)

- Supervised all regional volunteer coordinators, oversaw volunteer activities and trainings, and collaborated with Adult Protective Services and the Department of Health

Education and Certifications

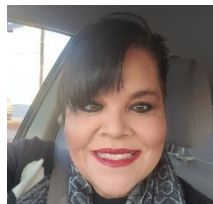
M.A., University of New Mexico

B.A., University of Alaska-Fairbanks

Lean Six Sigma, White, Yellow, and Green Belt



CDNM Personnel



Rose Estrada Program Manager

Ms. Estrada, Consumer Direct Care Network's Program Manager for Personal Care Services in New Mexico, has 17 years of experience with this program and others, including working as Regional Coordinator/Statewide Trainer for Personal Care Services, Mi Via, and Self-Directed Community Benefit services. Other roles include Operations Supervisor for Support Broker Services, Regional Service Supervisor of Self-Directed/Consultant Services, and Incident Management Coordinator for Support Brokers, Consultants, and Service Coordinators. In addition to her wealth of experience, Ms. Estrada is internationally certified in Person-Centered Thinking, state certified as a statewide trainer for New Mexico's Developmental Disabilities Support Division/Mi Via Critical Incident Management, and nationally certified for Mental Health First Aid Training.

As Program Manager since 2023, Ms. Estrada:

- Oversees day-to-day operations for 23 staff to ensure compliance with all Personal Care Services (PCS) deliverables
- Ensures compliance with federal, state, and managed care organization (MCO) rules and regulations
- Manages daily intake and referral processes, local payroll processes, and accounts receivable processes
- Manages the provision of continuous excellent service to clients, employees, and third-party organizations including MCOs
- Coordinates staff training and provides organizational leadership
- Manages day-to-day operations, client advocacy, program scorecard, dashboard, and key performance indicators
- Operations Supervisor for Support Brokers Services programs
 - Oversees day-to-day operations of 23 staff to ensure compliance with all program deliverables
 - Oversees all training programs
 - Works with MCOs and with New Mexico Department of Health for external audits

Employment History

Regional Service Supervisor | Consumer Direct Care Network | 2015-2023

- Oversaw compliance for Self-Directed/Consultant Services for New Mexico
- Ensured all training deliverables required by the state and MCOs were met
- Regularly worked with audit teams with MCO and state entities
- Billing Associate/Administrative
 - Submitted billing
 - Provided completion for accounts receivable



- Incident Management Coordinator from 2015-2019
 - Managed incidents for all Support Brokers/Consultants and Service Coordinators
 - Acted as liaison with MCOs and government agencies as requested
 - Served as certified statewide trainer for New Mexico Developmental Disabilities Support Division Mi Via Critical Incident Management

Regional Coordinator/Statewide Trainer | Consumer Direct Care Network | 2008-2023

- Supervised 11 Consumer Direct Care Network New Mexico staff members, including Consultants/Support Brokers, Program Coordinators, and administrative staff
- Organized and implemented statewide training for staff and facilitated all Mi Via/Self-Directed Community Benefit (SDCB) program new hire trainings
- Educated Consultants/Support Brokers and Program Coordinators regarding their roles and responsibilities in self-direction
- Facilitated caseload for multiple members and participants
- Built Service and Support Plans (SSPs), annual budgets, and revisions of budgets for Mi Via and SDCB programs
- Served as certified Incident Management trainer for SDCB
- Utilized Incident Management System to report all abuse, neglect, and exploitation
- Assisted participants and members with being successful in self-direction
- Assisted with services with the financial management agency, third-party assessor, durable medical equipment providers, and MCOs
- Facilitated all statewide Employer of Record forums for members and participants
- Completed quarterly reviews for Mi Via, SDCB, and PCS
- Provided caseload distribution for all programs

Branch Manager | First Community Bank | 2002-2008

- Supervised six banking staff
- Processed and approved personal, commercial, and mortgage loans
- Interviewed, hired, trained, and terminated branch employees
- Trained in risk management

Translator | Migrant Special Education Program | 2000-2002

- Developed educational curricula for children with disabilities
- Trained in Crisis Intervention for children
- Participated in home visits to work on behavioral supports and alternative approaches

Education and Certifications

Business Administration with a minor in psychology (in process), New Mexico State University

Non-Violent Crisis Intervention

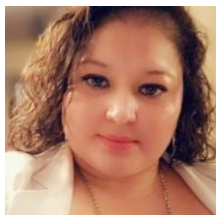
Person-Centered Planning

Critical Incident Management

Certified Statewide Trainer for DDSD/Mi Via Critical Incident Management

Person-Centered Thinking International Certification

Mental Health First Aid Training National Certification



Wendy Lujan

Service Coordinator Supervisor

Ms. Lujan has been an important part of the Consumer Direct Care Network team since 2019. She provides excellent customer service to the people we serve. Ms. Lujan plays a key role service provision for the City of Albuquerque and is one of the city's main points of contact. She oversees our staff and caregivers, ensuring a smooth delivery of Homemaker, Respite, and Personal Care Services.

As Service Coordinator Supervisor since 2021, Ms. Lujan:

- Supervises daily intake and referral processes
- Provides training to new hires and oversees employees
- Supervises day to day operations and advocates on behalf of clients
- De-escalates calls
- Conducts client home visits as necessary
- Attends job fairs
- Completes billing and data entry and communicates with City of Albuquerque Case Managers

Employment History

Direct Care Coordinator I | Consumer Direct Care Network | 2021

- Scheduled caregivers to meet clients' in-home care needs in compliance with regulations, managed care organizations, and City of Albuquerque program
- Assisted with daily intake and referral of caregivers
- Assisted in hiring and recruiting new caregivers and processing new caregiver paperwork
- Conducted weekly new hire orientations
- Scheduled and provided annual required trainings for caregivers
- Completed outbound call to request current driver's license, auto insurance, or any expired documents based on the program
- Attended job fairs

Administrative Coordinator I | Consumer Direct Care Network | 2019-2021

- Provided excellent customer service to internal and external clients
- Screened and routed phone calls to the appropriate person/department
- Complied with applicable legal requirements, standards, and policy and procedures
- Maintained necessary skills and knowledge to coordinate workflow
- Prepared reports as needed
- Participated in professional development and training activities
- Received and reviewed program documents for accuracy
- Uploaded documents to electronic file system once reviewed
- Verified that uploads were complete



- Tracked billing forms

[Inbound and Outbound Sales | S&P Data | 2016-2018](#)

- Strived to understand customers' situations and needs
- Maintained a high level of competitive product knowledge
- Provided quality service that exceeded customer expectations
- Maintained a high level of confidentiality
- Accurately documented customer interactions within the appropriate systems (using more than six systems at the same time)
- Applied techniques offered in training and ongoing coaching for continuous improvement towards sales and performance targets

Education

GED, New Mexico Public Education Department

**Enclosure C: Reference Letters****Denver Regional Council of Governments**

October 23, 2025

To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Director of Administration and Finance at Denver Regional Council of Governments (DRCOG). The contract with Consumer Direct to administer Financial Management Services for DRCOG's Veteran Directed Care program has been under my supervision since 2019. In those years, I have found Consumer Direct Care Network to be professional, responsive, and innovative.

Consumer Direct has supported approximately 250 participants and their respective caregivers throughout our contract with them over the last six years. Their work includes oversight of participant enrollment, payroll processing, the submission of claims, and conflict resolution. We have been pleased with their level of professionalism both in coordinating with DRCOG staff and the high standard of care they display for the participants in our Veterans Directed Care program.

Consumer Direct Care Network has been a crucial partner in our effort to provide care and services to our veteran community. We offer our recommendation in contracting with them for your Financial Management Services needs.

Sincerely,

Jenny Hunnings

A handwritten signature in black ink, appearing to read "JHunnings", written over a horizontal line.

Director of Administration and Finance

jhunnings@drcog.org

720-635-5733

address | 1001 17th St., Suite 700
Denver, CO 80202

main | 303-455-1000
fax | 303-480-6790

email | drcog@drcog.org
web | drcog.org



Circle of Life Hospice Foundation



To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Vice President of the Board at Circle of Life Hospice Foundation. Since 06/2024, we have found them to be compassionate, flexible, and willing to support our organization in all the necessary ways.

Consumer Direct has supported 75 participants and approximately 20 caregivers through their provided services. Their work includes *quality training and onboarding, accessible documentation, and reliable claims management*. They consistently *meet compliance standards, are proactive in solving problems* related to great care and partnership, and are always available to answer our questions.

Our team overall, has consistently had positive experiences working with them. We deeply appreciate their partnership at COLHF and the support that they provide our precious Guests. They bring value to our community and we're grateful for their compassionate hearts.

I highly recommend Consumer Direct Care Network to any organization seeking a *knowledge and caring provider*.

Sincerely,
Chaplain Chaz Blackburn
Vice President of the Board
Circle of Life Hospice Foundation
775-827-2298

A handwritten signature in black ink, appearing to read "Chaz Blackburn", with a long horizontal flourish extending to the right.

1575 Delucchi Ln Suite 214 Reno, NV 89502 | Main (775) 827-2298 | Fax (775) 827-3860



SouthEastern Arizona Governments Organization



SouthEastern Arizona Governments Organization

Serving our member governments and their constituents since 1972

October 27, 2025

SEAGO Member Entities

Cochise County
Benson
Bisbee
Douglas
Huachuca City
Sierra Vista
Tombstone
Willcox
Graham County
Pima
Safford
San Carlos
Apache Tribe
Thatcher
Greenlee County
Clifton
Duncan
Santa Cruz County
Nogales
Patagonia

SEAGO Main Office

- Administration
- Community and Economic Development
- Transportation

1403 W. Hwy 92
Bisbee, AZ 85603
520-432-5301
520-432-5858 Fax

Area Agency on Aging Office

1403 B Hwy 92
Bisbee, AZ 85603
520-432-2528
520-432-9168 Fax

www.seago.org

To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Deputy Director at the Southeastern Arizona Governments Organization (SEAGO) Area Agency on Aging. Since 2018, I have found them to be a reliable partner in providing essential in-home care support to individuals aged 60 and above, as well as to those with disabilities and their unpaid family caregivers.

Consumer Direct Care Network offers non-medical home and community-based services, including attendant care and respite services, for eligible individuals through the Area Agency on Aging (AAA). They actively recruit, hire, and train direct care workers (DCWs) to deliver these services in Cochise and Santa Cruz Counties. Moreover, they collaborate closely with our case managers to ensure the best possible care for our clients.

I highly recommend Consumer Direct Care Network to any organization seeking a dependable and knowledgeable provider.

Sincerely,
Carrie Gibbons
Deputy Director
SEAGO Area Agency on Aging
Email: cgibbons@seago.org
Phone: 520-432-2528



City of Albuquerque
RFP-2025-727-YFS-FS
Homemaker/Personal Care/Respite Care
October 31, 2025

New Mexico Aging & Long-Term Services Department



New Mexico Aging & Long-Term Services Department

Michelle Lujan Grisham, Governor

Emily Kaltenbach, Cabinet Secretary

Antoinette Vigil, Deputy Cabinet Secretary

Angelina Flores-Montoya, Deputy Cabinet Secretary

October 30, 2025

To Whom It May Concern,

I am pleased to recommend Consumer Direct Care Network based on my experience working with them in my role as Deputy Cabinet Secretary at the New Mexico Aging and Long-Term Services Department. While my experience with them is recent, since 2025, with every encounter I have found them to be highly responsive, collaborative and professional.

Consumer Directed was graciously agreed to step in at the last minute to conduct a caregiver training at our recent Conference on Aging. The Consumer Direct trainers provided important hands-on education and skills for caregivers that was informative and well-received by attendees.

Consumer Direct has offered to provide behavioral health training for our staff and willing to share their expertise with community partners. While our department does not directly utilize their services for our programs, they are consistently open to collaboration and sharing information to implement best practices aimed at supporting caregivers across our communities.

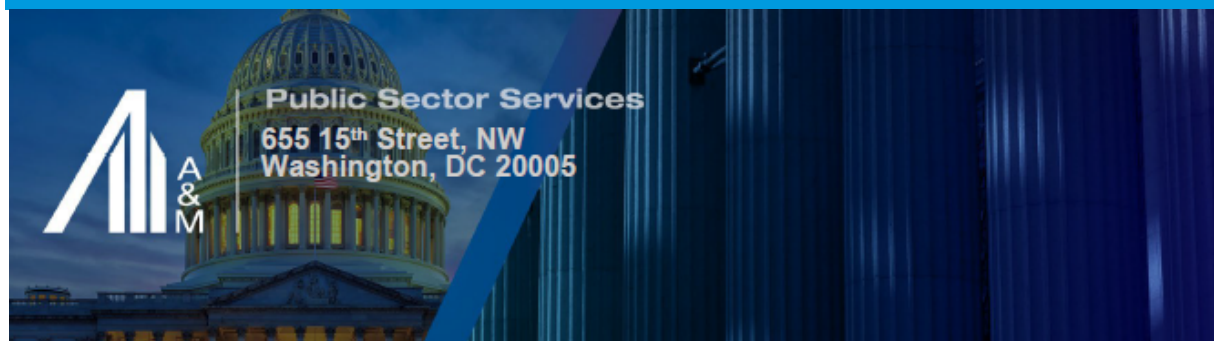
Their multistate experience and local engagement make them valuable partners. My team has consistently had a positive experience working with them. I recommend Consumer Direct Care Network to any organization seeking caregiver training and direct caregiver services.

Sincerely,

Angelina Flores-Montoya, PhD, RN
Deputy Cabinet Secretary
New Mexico Aging and Long-Term Services Department
505-637-1997 | Angelina.Flores-Montoya@altsd.nm.gov



Alvarez & Marsal Public Sector Services



October 29, 2025

To whom it may concern at the City of Albuquerque,

I am pleased to write this letter of reference for Consumer Direct Care Network (Consumer Direct) to support their application to continue providing Homemaker, Personal Care, and Respite Care services for the City of Albuquerque under RFP-2025-727-YFS-FS.

I became aware of Consumer Direct in 2016 during my tenure working with the District of Columbia's Department on Disability Services. At that time, our Department of Health Care Finance (DHCF) issued a competitive request for proposal and awarded Consumer Direct the contract to stand up a new self-direction program for the District's Elderly Blind and Disabled (EBD) waiver. That work also laid the groundwork for a future state self-direction program for the intellectual and developmental disabilities waiver. Consumer Direct proved to be a collaborative, solutions-oriented FMS vendor that brought expertise and flexibility to the table that were critical in helping stand up a new program successfully.

In 2024, A&M was engaged with the South Dakota Department of Human Services, Division of Developmental Disabilities (DDD). DDD was seeking to modernize their Agency with Choice self-direction program and secure a single vendor to step in for five regional providers who were looking to transition out of FMS work. Our team reached out to and researched various national vendors and shared their various capabilities with the DDD. In 2024, DDD selected Consumer Direct to provide statewide FMS supports for their Family Support 360 program.

In South Dakota, Consumer Direct offers both Fiscal/Employer Agent (Common Law) and Agency with Choice/Co-Employment FMS. The vast majority of people in the state use Agency with Choice supports. Consumer Direct completed the transition of services from the existing five agencies in approximately six months. They currently serve more than 770 participants and families who self-direct their in-home care, along with nearly 1,000 direct care support workers.

Consumer Direct's deep understanding of rural communities and participants with limited technology access and experience was beneficial to South Dakota's participants, families, and DDD personnel. South Dakota has large areas with no internet coverage, creating challenges for some caregivers to submit and participants to approve EVV-compliant work shifts. Consumer Direct has worked with rural participants and caregivers to offer Interactive Voice Response (IVR) solutions for submitting caregiver time to meet 21st Century Cures Act requirements. Their instructional tools for participants and caregivers are clear and user friendly.

ALVAREZ & MARSAL
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City of Albuquerque
RFP-2025-727-YFS-FS
Homemaker/Personal Care/Respite Care
October 31, 2025

I am confident Consumer Direct will continue to be an excellent provider for the City of Albuquerque in their understanding of the growing needs of Bernalillo County's aging population, including challenges related to poverty, disability, rural access, and language barriers. As reflected in our work with Consumer Direct in South Dakota, they are an agency committed to person-centered service delivery, timely care coordination, and caregiver training. They consistently display operational best practices include HIPAA compliance, fraud prevention, and continuous quality improvement.

Thank you for your consideration.

Sincerely,

Erin Leveton

Erin Leveton
Managing Director
Alvarez & Marsal Public Sector Services
eleveton@alvarezandmarsal.com
301.938.6315

ALVAREZ & MARSAL
LEADERSHIP ACTION. RESULTS.™

APPENDIX A
COST PROPOSAL
SERVICE RATE

Identify the per unit (hour) reimbursement rate for services to be provided, and any maximum and minimum number of units per year.

Rate shall include any applicable gross receipts taxes, overhead and profits and shall constitute full and complete compensation for the successful Offeror’s services under this proposal. If separate rates are required for services based on factors such as service location in Bernalillo County, service type or other factors, please identify each rate and explain in the Service Rate Justification section.

SERVICE CATEGORY	RATE(S) PER HOUR	SERVICE BLOCK TO PROVIDE SERVICES	
		Max. # of Hours per Year Proposed	Min. # of Hours per Year Proposed
Homemaker/Personal Care/Respite Services	\$33.00 (All services)	Homemaker:8,753 Personal Care: 8,753 Respite: 5,058	Homemaker: 4,705 Personal Care: 100 Respite: 2,171

- A. Days services are available (i.e. Monday-Sunday) Monday-Sunday
- B. Hours services are available 8am-11pm all days

SERVICE RATE JUSTIFICATION

Provide a Service Rate Justification for each Service Rate identified. The intent of the justification is to identify the cost breakdown basis used in establishing the reimbursement rate with respect to services proposed. Include the rationale used in developing cost components noted in Part 2 Section 2.3 Cost Proposal. Provide a cost breakdown for the activities described in Part 3 Scope of Services indicating the cost of pricing details by task if applicable. Additionally, indicate how the reimbursement rate proposed is necessary and reasonable to accomplish the Scope of Services.

Time associated with arranging for services or monitoring client progress is not billable as service hours. Costs associated with arranging for services or monitoring client progress should be included in the unit cost for services.



2.2 Cost Proposal

2.2.2 Service Rate

Consumer Direct is submitting this cost proposal for all three services—Homemaker, Personal Care, and Respite Services. All three services have the same rate but vary in maximum and minimum hours. The uploads of this cost proposal in the City’s eProcurement system are identical.

Service Category	Rate(s) per Hour	Services to Provide	
		Max. # of Hours per Year Proposed	Min. # of Hours per Year Proposed
Homemaker Personal Care Respite Services	\$33.00 (All Services)	Homemaker: 8,753 Personal Care: 8,753 Respite: 5,058	Homemaker: 4,705 Personal Care: 100 Respite: 2,171

Available service times: Sunday 8am-11pm
Monday 8am-11pm
Tuesday 8am-11pm
Wednesday 8am-11pm
Thursday 8am-11pm
Friday 8am-11pm
Saturday 8am-11pm

2.2.3 Service Rate Justification

Cost Breakdown	Hourly Rate
Care	\$15.00
Administration	\$10.31
Automobile Expense	\$1.95
Professional Fees	\$1.68
Office Expense	\$2.24
IT	\$1.82
Total per Hour	\$33.00

Note on Service Rate for Homemaker/Personal Care/Respite Services

Supporting reliable and high-quality personnel to provide Homemaker/Personal Care/Respite Services has become increasingly difficult. Factors contributing to the cost of this service:

- Mandatory minimum wage increases impact our service rate.
- Competitive employment market in which caregiver wages must keep up with rising wages in the retail and fast-food industries.



- Short caregiving shifts (average shift in this program is approximately three hours) means CDNM has higher overhead costs to provide personnel to staff the short shifts.

Competitive caregiver rates enable CDNM to hire and retain quality caregivers to provide services to clients through this contract. CDNM remains open to further discussion with the City of Albuquerque regarding caregiver rates.

2.2.4 All Costs

Consumer Direct will bill the City according to its specifications. We will describe each itemized expense, to allow for a clear evaluation and comparison, relative to other offers received. All of our costs will include any applicable gross receipts taxes. We understand that the City will not pay for any amounts not included in the service rate and that items not included in the service rate remain our own liability.

APPENDIX A COST PROPOSAL SERVICE RATE

Identify the per unit (hour) reimbursement rate for services to be provided, and any maximum and minimum number of units per year.

Rate shall include any applicable gross receipts taxes, overhead and profits and shall constitute full and complete compensation for the successful Offeror's services under this proposal. If separate rates are required for services based on factors such as service location in Bernalillo County, service type or other factors, please identify each rate and explain in the Service Rate Justification section.

SERVICE CATEGORY	RATE(S) PER HOUR	SERVICE BLOCK TO PROVIDE SERVICES	
		Max. # of Hours per Year Proposed	Min. # of Hours per Year Proposed
Homemaker/Personal Care/Respite Services	33.10	9,828	6,240

- A. Days services are available (i.e. Monday-Sunday) Monday - Sunday
- B. Hours services are available 7:00 am to 7:00 pm

SERVICE RATE JUSTIFICATION

Provide a Service Rate Justification for each Service Rate identified. The intent of the justification is to identify the cost breakdown basis used in establishing the reimbursement rate with respect to services proposed. Include the rationale used in developing cost components noted in Part 2 Section 2.3 Cost Proposal. Provide a cost breakdown for the activities described in Part 3 Scope of Services indicating the cost of pricing details by task if applicable. Additionally, indicate how the reimbursement rate proposed is necessary and reasonable to accomplish the Scope of Services.

Time associated with arranging for services or monitoring client progress is not billable as service hours. Costs associated with arranging for services or monitoring client progress should be included in the unit cost for services.

La Vida Felicidad, Inc.
Cost Proposal: Homemaker Services

Rate Details:	\$ 33.10
Payroll – Direct Care Staff	\$ 18.00
Payroll – Administration	\$ 3.55
Payroll – Taxes & Benefits	\$ 9.48
All other Operating Costs	\$ 2.07

Project Budget Detail Form - Personnel				
Number of FTE on Project	Position Title	Annual Salary	Amount Requested	Percent Requested
0.01	Quality Assurance Director	80,000	3,120	4%
0.01	Homecare Service Coordinator	44,000	26,400	60%
0.01	Billing Coordinator	46,800	3,650	8%
0.01	Human Resources Manager	60,000	1,080	1.8%
0.01	Payroll Specialist	46,800	655	1.4%
16.00	Direct Care Staff	176,904	176,904	100%
Salaries and Wages this Page		454,504	211,809	46%
Payroll Taxes and Employee Benefits		199,981	93,196	46%
Total Personnel Costs		654,485	305,005	46%

Purchased Material, Unit Costs, and Quantities			
Materials	Unit Costs	Quantities	Total
Direct Care Staff Gloves	\$35.00	9	\$315
Classification Folders	\$32.56	4	\$130
Paper for Billing Sheets/Service Notes	\$50.00	9	\$450
Total Materials			\$895

La Vida Felicidad, Inc.
Cost Proposal-Expense Summary Form: Homemaker Services

	Project Total
DIRECT COSTS	
Personnel Costs	
Salaries & Wages	211,809
Payroll Taxes & Wages	93,196
Total Personnel Costs	305,005
Operating Costs	
Advertising (Staffing)	273
Audit Costs	546
Background Checks	702
Conferences, Meetings, Trainings, Etc.	936
Consumable Supplies (Gloves, folders, paper)	895
Drug Testing	624
Equipment Lease/Purchase	154
Liability Insurance	2,340
Marketing	1,560
Occupancy	
A. Rent	
B. Utilities	390
C. Other	
Postage, Shipping	78
Telephone	3,900
Travel	
a. Local Travel	3,900
b. Out of Town Travel	
Vehicle Expenses	195
Total Operating	16,493
TOTAL DIRECT COSTS	321,498
INDIRECT COSTS	
Repair/Maintenance, operating expenses, office supplies, and other expenses utilized by administrative personnel	3,900
Total Project Expenses	325,398

SERVICE RATE JUSTIFICATION

Hours of service per year proposed (*maximum & minimum*):

La Vida Felicidad currently has 10 caregivers supporting our City of Albuquerque homemaker services contract. It was estimated that an additional 4 caregivers would be needed to be able to accept more referrals and help clear the wait-list. La Vida currently serves 51 clients with an average of 3 hours per week of service per client at \$18 per hour for each caregiver. $51 \times 3 \times 52 = 7,956$ hours per year. We are estimating the maximum amount of hours once we hire more caregivers to be 9,828 (63 clients) $63 \times 3 \times 52 = 9,828$; $9,828 \text{ hours} \times \$18/\text{hour} = \$176,904$, the amount of direct care staff salaries entered on the cost proposal. The minimum amount of hours is set at 6,240 (40 clients), $40 \times 3 \times 52 = 6,240$.

Project Detail Budget Form – Personnel:

Actual salaries were used based on the maximum number of clients served. FTE was calculated based on percentage of time supporting the program. Payroll taxes and benefit costs are actual costs, allocated by FTE.

Purchased Materials, Unit Costs, and Quantities:

These items were calculated based on historical usage and costs. Additional quantities were estimated for increased services.

Rate Detail Calculations:

Direct Care Staff – actual rate of pay per hours which is calculated at \$18.00

Administration Payroll – amount requested for all admin salaries divided by maximum amount of hours. $\$34,905 / 9,828 \text{ hours} = \$3.551$

Payroll Taxes & Benefits – amount requested divided by maximum hours of service. $\$93,196 / 9,828 = \$9.482$

All other Operating Costs – Includes total material plus administrative overhead allocation to City of Albuquerque program minus the admin salaries calculated above. Estimated annual overhead and materials - $\$20,393 / 9,828 \text{ hours} = \$2.074$

Direct Care Staff = \$18.00

Admin Payroll = \$3.551

Payroll Taxes & Benefits = \$9.482

All other Operating Costs = \$2.074

Total Rate Request: \$33.107

SECTION ONE: TECHNICAL PROPOSAL for A. Homemaker Services

2.1.1 Offeror Identification:

State the name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar matter. Include name, email address and telephone number of person(s) in your organization authorized to execute the contract resulting from this RFP. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement to the Required Contract Terms, state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

La Vida Felicidad Inc. is a non-profit corporation. La Vida Felicidad, Inc. does not use subcontractors in our Homecare program.

La Vida Felicidad's main office location is located 1051 Huning Ranch East Loop SW in Los Lunas, New Mexico (this is where our Homecare program staff are located). We also have three other office locations: 530 Sun Ranch Village Road, Los Lunas, NM; 514 Park Street, Socorro, NM; and 833 Roosevelt Ave., Grants, NM. Our mailing address is P.O. Box 2040, Los Lunas, NM 87031.

Adria Jaramillo, Chief Executive Officer, is authorized to execute the Draft Agreement; her phone number is 505-865-4651, email address is adria@lvfnm.org.

La Vida Felicidad, Inc. assures that we are in compliance with all laws stated within the City of Albuquerque Request for Proposals, Solicitation Number RFP-2025-727-YFS-FS.

La Vida Felicidad, Inc. is in agreement with the Required Contract Terms set forth in section 1.11 of the City of Albuquerque Request for Proposals, Solicitation Number RFP-2025-727-YFS-FS, with no exceptions.

La Vida Felicidad, Inc. will carry the insurance specified.

2.1.2 Experience:

2.1.2.1 Current Experience: State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

La Vida has been providing Homemaker, Personal Care and Respite services since 1992. In our home care services, the service components provided allow the clients to maintain independence in their home environments through the provision of household and personal care services that the clients can no longer perform, thereby reducing the risk of premature institutionalization.

Adria Jaramillo, Chief Executive Officer, has been with La Vida Felicidad since 2004. She was hired as a Developmental Specialist/Family Service Coordinator in our Early Intervention program and later was promoted to Co-Director of the program. Adria became La Vida's Director of Outreach and Development in 2014 and then Chief Executive Officer in 2019. Adria has several years of experience in upper management, supporting programs that provide services to children and adults with disabilities. Adria holds a bachelor's degree in communication. She oversees service compliance and works with the program manager and Quality Assurance Director in program planning and development. See **attached resume**.

Katie Otero is the Quality Assurance Director at La Vida and has been employed with La Vida since 2002. During this time, she has had oversight of all agency program funding contracts and licenses. Katie has worked directly with the Homecare program in assisting with oversight for the past nine years. See **attached resume**.

Genelle Gallegos is the Homecare Service Coordinator who first came to La Vida in 2017 as a direct support staff in our Customized Community Supports program working with individuals with developmental disabilities. In June 2025 she began working in the Homecare program as a caregiver then in July 2025 Genelle was hired as the Service Coordinator. Genelle has over 10 years of experience working directly with adults and seniors with disabilities who needed assistance with activities of daily living. At La Vida, Genelle is the direct supervisor of the caregivers who provide services in Bernalillo County. She checks in frequently with the caregivers and holds each one of them accountable in making sure visits are not missed, in communicating with her regarding any changes or issues going on with the clients, and in making sure they follow all training requirements. See **attached resume**.

Caregivers must be dependable, responsible, caring, and trustworthy since they work without direct supervision in the client's home. Although based in the field, caregivers are in frequent contact with the program Service Coordinator. They understand the issues related to senior care such as dementia, mental health, hoarding, depression, decline in health, and lack of family support. Caregivers are trained to identify and inform their supervisor of any changes in the client's condition, or of worsening conditions in the client's home. See **job description**.

2.1.2.2 Past Experience: Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a letter of reference for each regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

La Vida has been providing homemaker, respite, and personal care services to persons over 60 years of age under a contract with City of Albuquerque, Area Agency on Aging from 2006 - 2025. In fiscal year 2025 we provided services to 51 clients. We work closely with Theresa Smith, Program Specialist for the City of Albuquerque/Bernalillo County AAA Program, phone: 505-768-2078. We are attaching a **reference letter from client Estella Trujillo and daughter Opal Chavez** who cares for her mother. Phone 505-715-2971.

La Vida has provided homecare, personal care, and chore services to at-risk adults under a contract with the State of New Mexico's Aging and Long-Term Services Department (ALTSD) from 1993-2025. These services are provided in Bernalillo, Valencia, and Socorro Counties of New Mexico. The purpose of this program is to assist in preventing abuse, neglect, and exploitation of elderly and/or disabled adults and to meet client needs in aging well at home thereby reducing the incidence of institutionalization and nursing home placement. All referrals come from NM Adult Protective Services. In fiscal year 2025 we provided services to 5 seniors. Please see attached **reference letter from Edward Gould, Adult Protective Services NW Regional Manager**, phone: 505-866-2381.

In 2015 La Vida began our Su Casa Personal Assistance Services program which is a private pay service designed for individuals who do not qualify for our other, contracted homecare services. With Su Casa, individuals can customize their service plans according to their needs and desires. Services offered include Home Assistance services (cleaning, organizing, home maintenance), Companionship, Respite for family caregivers, Transportation, and more. In fiscal year 2025 we provided services to 16 individuals, 15 of whom were seniors. We are **attaching a reference letter from the daughter of a client who receives services in this program, Alice Duquet**. Alice receives care in both Valencia and Socorro Counties as she shares her time between two daughters. Alice/Kim's phone number is 970-778-5210.

2.1.3 Need for Program:

Briefly but clearly describe your organization's understanding of the eligible population, relevant conditions in their community and their needs to be addressed by the service or program. Include gaps and overlaps in services, and how this program will alleviate those gaps and/or overlaps. Include a rationale for the overall need for the service. Include current socio-economic factors and how the service fits with City programming priorities. Include information from any needs assessment process.

The purpose of La Vida's homecare program is to assist in preventing abuse, neglect, and exploitation of elderly and/or disabled adults and to meet client needs in aging well at home thereby reducing the incidence of institutionalization and nursing home placement. Our main goal is to help clients who wish to remain in their own homes as long as possible, to do so, and in our experience a minimum of homemaker service hours prevents/postpones nursing home placement and enhances their quality of life. La Vida's homecare mission is in line with the Department of Senior Affairs focus on helping "seniors live with dignity, stay healthy, and engage with their community".

According to the New Mexico Aging and Long-Term Services Department State Plan on Aging for 2025-2029, New Mexico ranks 13th in the nation for the percentage of people age 65 and older. 75% of older adults in New Mexico want to age in place, in their own homes. It is estimated that the 65+ population will grow 122% by 2030 to 475,687 from 391,207 in 2020. From 2010 to 2020, New Mexico's total population increased by 3% while the population of people over age 65 increased by 44%. The number of adults age 85 and older are projected to

more than double from 2020 to 2040 according to the University of New Mexico. Additionally, New Mexico has the 7th lowest life expectancy in the United States with an average age of 74.5 years; 2.5 lower than the average life expectancy nationwide.

For many seniors, it becomes more and more difficult to live at home, especially if they do not have any family or community support. With a decrease in their activities of daily living and worsening medical conditions, they are unable to keep their home clean, free of trip hazards, care for their own hygiene, or be able to access transportation or medications. They might not have anyone to check in on them, which is very dangerous if they have a fall. With even limited homemaker services, seniors can stay in their homes longer knowing someone will be there to check on them and keep their home safe.

According to the US Census Bureau data in the University of New Mexico's New Mexico Older Adult Needs Assessment published in September 2024, the percentage of older adults living below the poverty line and those relying on SNAP benefits has grown to an estimated 16.4% in NM. The statewide poverty rate for adults over 65 has increased to 12.2%. The Planning & Service Area 1, which is Bernalillo County, (PSA1) experienced the largest increase in older adult households with incomes below 200% of poverty. Approximately 38% of adults 65+ live with a disability in NM. In PSA 1, there was an increase in older adults with disabilities of 5,189 between 2017 and 2022. In PSA1-4, Bernalillo County and Non-Metro Areas, 67.5% to 76.6% of older adults identify as White, 33.4 to 37% identify as Hispanic or Latino, and Native American representation is low compared to statewide. In looking at the statewide household type between 2018-2022, 44.3% of older adults 65+ live alone in NM, an increase of 12% between 2017 and 2022. In PSA1 and PSA2, 69.5% of older adults live alone.

The 2024 Feeding America report on Food Insecurity Among Seniors and Older Adults states that one in eleven seniors experience food insecurity and seniors with a disability had food insecurity rates over twice the rate of seniors without a disability. As seniors age, they may develop health problems that make accessing groceries and cooking more difficult. Additionally, prices for food have reached historically high levels. Programs that were expanded during the COVID pandemic have been reduced or eliminated. The Roadrunner Food Bank of New Mexico reports that 21% of the population they serve are age 60 and older. In food insecure seniors, the rates of diabetes and high blood pressure were much higher than the rest of the population: 73% of seniors have high blood pressure compared to 50% of adults younger than 60 and 46% of seniors have diabetes compared to 33% of adults younger than 60. People with food insecurity often must choose between purchasing food or paying for medical care, housing, utilities, or transportation. La Vida Felicidad's homemaker services can make a significant difference for seniors. Not only are our caregivers able to keep their homes clean and safe, but we can locate and pick up food boxes, prepare nutritious meals, pick up groceries, and ensure that seniors are accessing other resources such as home delivered meals.

La Vida has not experienced overlap in services for clients. While some clients are receiving additional home health care services, often times through a hospice program, they are not receiving the type of home care services offered through the Home Care program. At no time is

a home care provider to be doing duplicative services being provided by another agency unless the individual is in need of hours outside of what either agencies contract is able to provide. In this case, the services may not overlap (2 different agencies in the home at the same time) but must be independent of each other to meet the client's needs (such as meal preparation on different days).

2.1.4 Best Practices:

Describe proven approaches, research and/or best practice information applied to the development of this service or program.

An ever-growing social concern within the U.S. and other places is supporting older adults who want to continue living independently as opposed to moving to an institutional care setting. The term for this is often called "aging in place". "Older people want choices about where and how they age in place. "Aging in place" was seen as an advantage in terms of a sense of attachment or connection and feelings of security and familiarity in relation to both homes and communities. Aging in place related to a sense of identity both through independence and autonomy and through caring relationships and roles in the places people live." The Gerontologist, Volume 52, Issue 3, 1 June 2012

"The "graying" of the baby boom generation, whose members began to turn 50 years old in 1996, will drive future caregiver needs and caregiving solutions. Baby boomers are projected to live longer than any previous generation, and the number of people aged 65 years or older is expected to double between 2000 and 2030. Elderly people will also increase as a proportion of the population, and people aged older than 85 years will be the fastest growing segment of that group. Other dynamics within the older population suggest more intensive caregiving demands as well. For example, today's increased life expectancies mean that many 65-year-olds will be caring for their 90-year-old parents.

The joint National Alliance for Caregiving and AARP study defined 5 levels of caregiving. "Level 1" caregivers devoted relatively few hours each week (a mean of 3.5) to providing care and provided no care in the form of help with activities of daily living (ADLs). "Level 5" caregivers were those with the heaviest burden (a mean of 87.2 hours per week), providing help with at least 2 ADLs and more than 40 hours of care each week.

Intensity of care provided predicted a number of problems related to health. For example, 35% of level 5 caregivers reported their health as fair or poor, compared with 12% of level 1 caregivers. Also, level 5 caregivers were more likely to report significant physical strain than were level 1 caregivers (46% vs 3%). Finally, level 5 caregivers were 4 times more likely than were level 1 caregivers to report significant emotional strain. "(Framing the Public Health of Caregiving Talley PhD, MPH, and Crews PA)

The research shows that as individuals age and the need for care increases, the burden can be reduced by social support from local communities through programs that allow for some relief for the family caregiver or that provides care when an individual is without family. Research has indicated that an individual's well-being can be sustained longer when they remain in their

community. This allows for the individual to have familiar surroundings such as the same grocery store, pharmacy, parks, friends, etc. Community plays an important role in reducing isolation and depression for the elderly. *“Over the past 30 years, policy makers and professionals who provide services to older adults with chronic conditions and impairments, as well as researchers, have placed greater emphasis on conceptualizing aging in place as an attainable and worthwhile goal. With respect to the environment, aging in place has two prongs: aging in place in the home and in other structured settings in the community. While the definition of “home” varies (e.g., single or multiple family home) and continues to remain an essential component of aging in place, increasing attention has highlighted the importance of community care as a means to either support aging in place or as an initial step in fostering the goal of aging at home”* Journal of Aging Research Volume 2012, Article ID 120952 Aging in Place: Evolution of a Research Topic Whose Time Has Come: Sarinnapha Vasunilashorn, Bernard A. Steinman, Phoebe S. Liebig, and Jon Pynoos

2.1.5 Proposed Approach to Tasks:

Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services.

In our home care services, the service components provided allow clients to maintain their independence in their home through the provision of household services that the clients can no longer perform for themselves, reducing the risk of premature institutionalization and to provide relief to family caregivers. The services focus on assisting the client to maintain a healthy and safe lifestyle and correlate to the activities or chores that the client can no longer perform as well as support them in the acquisition of skills and/or community resources. The following are the specifics on how La Vida’s homemaker program operates:

Homemaker Services: Caregivers must provide services according to the days and times identified on the client’s Individual Service Plan (ISP). This may include services needed to keep the home clean and safe such as laundry, changing linens, washing dishes, vacuuming, dusting, mopping, wiping/scrubbing down the bathroom, kitchen, and appliances, removing trash, washing inside windows, and assisting with menu planning. Caregivers encourage the client to assist with daily living activities as they are able, so the client is not totally dependent on the caregiver and can maintain their tasks when caregiver or family members are not there to assist. La Vida’s caregivers can help clients in getting food boxes or locating other resources for any of their needs.

2.1.6 Management Summary:

Describe individual staff and subcontractor’s responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

Adria Jaramillo, Chief Executive Officer, is responsible for oversight of Homecare services at La Vida and is the person authorized to execute agency contracts and agreements. Katie Otero, Quality Assurance Director is responsible for making sure all services are provided as required in the City of Albuquerque Scope of Services and works directly with the Department of Senior

Affairs/Case Management agency on all referrals made and works collaboratively to ensure that thorough processes are followed throughout the assessment, intake and enrollment process. Katie tracks client satisfaction through the annual satisfaction surveys and collaborates with the Chief Executive Officer to ensure that all required components in the City of Albuquerque contract are being met. She ensures compliance with caregiver training requirements, compliance with client file requirements, and assists with quarterly caregiver training. Katie receives monthly budget reports and reviews contract utilization with the Director of Finance and Administration, Gina Newman. Genelle Gallegos, Homecare Service Coordinator, works very closely with caregivers and communicates often with clients, making sure services are going well and that their caregiver is a good match and meets their needs. She also works to locate community resources for clients as needed.

When necessary, we draw upon other La Vida personnel to assist as needed to ensure the best match possible. We have employees who are personal service assistants in our Su Casa program that we can use when necessary to meet specific needs or to help as a substitute should the situation arise. Genelle also fills in to provide direct services if a substitute is needed and another caregiver is not available. We want to ensure services are completed for clients and needs are being met according to contract compliance and the individuals plan of service.

2.1.7 Monitoring and Evaluation Plans:

[Discuss approach to monitoring and evaluating service delivery and client satisfaction.](#)

La Vida's Homecare Service Coordinator monitors service delivery by communicating frequently with caregivers as well as by reviewing the caregiver Service Notes twice per month. In these service notes, the caregiver notates all the tasks they completed for each date of service along with the time spent in the home. For each date, the client is required to read the note and sign off that they agree with the services performed, this is done before the caregiver leaves for the day. The Service Coordinator verifies that all services written in the client's Individual Service Plan are being provided.

The Quality Assurance (QA) Director has direct oversight of the Homecare program. The QA Director reviews client files to ensure that all required documentation is complete and correct; this includes a review of billing sheets/service notes turned in by caregivers to ensure that the scheduled hours of services have been provided and that the services match what is in the client's plan. The QA Director tracks caregiver training to ensure that all required classes are current and that the annual hours are being met. Additionally, La Vida has implemented a comprehensive strategic planning process, ***Focus on Excellence***. This process is driven by our agency's mission, vision and values and includes the development of numerous outcomes, measures, and data collection. It was implemented with input from stakeholders including staff, Board of Directors, individuals receiving services and family, and is assessed for outcome attainment on a monthly basis. Managers must track an array of measurements and submit data to the QA Director monthly. The QA Director then generates a report that the Leadership Team reviews. Corrective action must be written and implemented for any measures that do not meet the target. Some measures relating to the Homecare program include: % of staff

who are in compliance with required training/hours; % of newly enrolled clients who began services within the required number of days from referral; and % of overall satisfaction ratings on client satisfaction surveys.

La Vida assesses client/family satisfaction through the annual satisfaction surveys distributed to all homecare clients. The QA Director is responsible for distributing the surveys and for reviewing all results and comments. The QA Director compiles the results of all surveys into a single report with the percentages of satisfaction for each question and with all comments combined. This report is then sent out to the Chief Executive Officer for review. If satisfaction has decreased as compared to the results of the prior two years, the QA Director must complete a corrective action plan. The QA Director then ensures that the corrective action written is implemented. Feedback received on client satisfaction surveys is very important as it helps drive our strategic planning goals for the next five years. It helps us to design goals in improving services and maximize our resources.

2.1.8 Service Delivery, staff training and recordkeeping requirements:

[Provide your approach to service delivery, staff training, and recordkeeping requirements.](#)

SERVICE DELIVERY: When a referral is received on Wellsky, the Quality Assurance Director responds in the database that the referral has been received, and the intake will be scheduled. The referral is then given to the program Service Coordinator. During the initial intake, the Service Coordinator refers to the Care Plan/Level of Care on the Referral Form, then uses an additional Assessment form to gain more information on the client's strengths and limitations from the client or the client's support system/family members. This tool identifies which Activities of Daily Living (ADL's) and Instrumental Activities of Daily Living (IADL's) the client can do independently and which they need assistance with such as bathing and hygiene, managing medication, or meal preparation, or doing laundry, for example. The Service Coordinator then develops a comprehensive Individual Service Plan based on the client's strengths as well as functional limitations identified, which outlines services that will be provided. The Service Coordinator also becomes familiar with the client's likes and dislikes during intake in order to match them with a compatible caregiver.

Once the intake is completed, the Service Coordinator identifies the caregiver who will match best to the new client and contacts that caregiver to review the client information. Most of the communities we serve have a high Hispanic population, and La Vida has excellent staff capacity to communicate effectively to families who are monolingual Spanish. We work to assure that the staff who is matched with the client is a person with a compatible background and appropriate fit for the client. Staff must respect the values, culture, and lifestyle of each client.

STAFF TRAINING: All caregivers must meet requirements and qualifications requested by the agency to be a caregiver. Prior to new hire orientation, Human Resources conducts the Consolidated Online Registry background check, the National Sex Offenders public website background check, and the NM Courts criminal background check. During new hire orientation, Human Resources initiates the NM Department of Health Caregivers Criminal History Screening

background check and initiates the NM Department of Public Safety criminal history background check. Human Resources then conducts new employee reference checks. This documentation confirming that the employee is cleared of any criminal activity, is maintained in the employee's personnel file.

During new hire orientation, Human Resources reviews agency policies, procedures, and the employee handbook and the employee completes the following training: confidentiality/HIPAA; reporting of abuse, neglect, and exploitation; defensive driving; universal precautions and blood borne pathogens; fire extinguisher training; lifting and transferring; harassment and bullying in the workplace; sexual harassment; diversity in the workplace; and ethics in the workplace. The new employee then meets with the Homecare Service Coordinator to review the Caregiver Rules of Conduct, proper documentation, and review the service plans of the clients the caregiver will see.

The employee then must complete additional training to total no less than 10 hours in the first year of employment to include CPR/First Aid and training relating to caring for individuals with Alzheimer's disease and dementia. 10 hours of training must be completed by all caregivers on an annual basis. Training is offered during our mandatory quarterly caregiver meetings during which time we also discuss any issues or concerns the caregivers are having, specific needs of clients, topics caregivers would like training in, and a review of program policies and procedures. We have a representative from Adult Protective Services come into our meetings once a year to train caregivers on recognizing signs of abuse, neglect, and exploitation as well as reporting. We offer online training to caregivers and we also encourage them to attend conferences including the annual New Mexico Conference on Aging.

The Service Coordinator directly supervises all caregivers and communicates with them frequently to ensure that services are being provided each week as scheduled and that all new referrals begin services within the required timeline of 2-4 working days from the date of referral. The Quality Assurance Director contacts the referring Case Manager via Activities and Referrals in WellSky to let them know that services have begun. If there is a delay in the initiation of services (i.e. the person referred is not home, hospitalized, or cannot be contacted to conduct the intake), the Quality Assurance Director will communicate with the referring Case Manager in the same way to keep them updated of our attempts to begin services as soon as possible. La Vida understands the importance and urgency in beginning services within the required timelines.

RECORDKEEPING REQUIREMENTS: Once a new client intake is completed, the Service Coordinator creates a client file and enters the client information into our homecare spreadsheet. The Service Coordinator is responsible for maintaining client files which include client referral and contact information, assessment, service plan, release forms, and billing sheets and service notes. Each time the caregiver provides services, they must detail what they did on a service note and the client must sign off on this note at the end of each visit. The Service Coordinator is then able to verify that services provided match what is outlined in the client's ISP.

After the Service Coordinator reviews all billing sheets and service notes and signs off on them, verifying that they are complete and accurate, these documents are given to the Billing/Payroll Specialist. The Billing/Payroll Specialist enters the hours provided for each date into Wellsky on a monthly basis. The Billing/Payroll Specialist maintains all billing records according to the agency retention schedule.

2.1.9 Limitations:

Document any limitations regarding service delivery including any limitations to serving clients in any geographic area of Bernalillo County.

In the past, La Vida Felicidad, Inc. has primarily served the South Valley area of Albuquerque under the City of Albuquerque/AAA Contract, but we would be able to provide homemaker services anywhere within the Albuquerque City limits.

La Vida Felicidad, Inc.

Homemaker, Personal Care and Respite Services
City of Albuquerque RFP-2025-727-YFS-FS

Technical Proposal Attachments:

- Chief Executive Officer Resume
- Quality Assurance Director Resume
- Homecare Service Coordinator Resume
- Direct Care Provider (Caregiver) Job Description
- Reference Letter from client #1
- Reference Letter from Adult Protective Services
- Reference Letter from client #2

ADRIA N. JARAMILLO

1962 Cerro Crest Court
Los Lunas, NM 87031 duranaj2217@yahoo.com
(505) 550-1205

Objective

To lead a strategic team that is committed to creating impact and making meaningful connections in the community.

Education

Bachelor of Arts in Communication

August-1999 to May-2004 University of New Mexico Albuquerque, NM

Related course work includes public speaking, intercultural communication, marketing communication, mass communications, leadership, business and professional speaking seminars. All Microsoft office products.

High School Diploma

August-1995 to May-1999 Los Lunas High School Los Lunas, NM

Work Experience

Chief Executive Officer

Los Lunas, NM

October 2019 to Present La Vida Felicidad

- ✦ Oversees all agency programs and services in the six NM counties served (Valencia, Bernalillo, Cibola, Socorro, San Juan, and McKinley).
- ✦ Responsible for the agency long-range plans, major projects and expenditures, corporate and legal issues and day to day operations of the organization.
- ✦ Write, edit, and create new administrative policies and procedures for the Board of Directors consideration and oversee existing policies and procedures.
- ✦ Directs, evaluates and supervises the progress of all program components and implements any changes indicated by continuous steady evaluation of the programs and needs of the communities. N
- ✦ Responsible for ongoing budget analysis and control.
- ✦ Secures professional funding and technical resources to support all programs.
- ✦ Responsible for researching and writing grants for all programs and services.
- ✦ Manages all marketing and outreach efforts for the organization.
- ✦ Manages all fundraising initiatives including special events, fundraisers and through private donors.
- ✦ Actively promotes agency services, programs, mission statement and philosophy through outreach initiatives, community partnerships and advocacy at a state-level.
- ✦ Represents organization on committees on both a local and state-wide level.
- ✦ Presents financial and programmatic information to Board of Directors.
- ✦ Oversees Human Resources and creates and implements policies, procedures and best practices for the organization.
- ✦ Mitigate agency liability in all areas.
- ✦ Leads the agency in the provision of person-centered services and community inclusion.

- ✦ Oversees and ensures that services are provided with highest ethics and keeping with agency's values and best practices.
- ✦ Must maintain confidentiality in accordance with HIPAA, LVF policy and state and federal law.

Director of Outreach and Development

Los Lunas, NM

October 2014 to Present La Vida Felicidad, Inc.

- ✦ Responsible for the implementation of organization's strategic marketing and outreach initiatives.
- ✦ Serves as community liaison for organization across five New Mexico counties.
- ✦ Actively evaluates and contributes to agency's decision-making practices and protocols.
- ✦ Contributes to the creation and implementation of organization's policies and procedures.
- ✦ As a member of the agency's Director Team holds the responsibility to assess and evaluate fiscal health of the organization and continuously evaluate program operations and needs.
- ✦ Responsible for evaluating effectiveness of organization's operations and practices and work amongst Director Team to identify alternatives.
- ✦ Works with Human Resources in the advertising and recruitment of personnel.
- ✦ Represents organization on community and state-wide committees and initiatives.
- ✦ Identifies and maintains strategic relationships with key community and corporate stakeholders to generate donors and revenue for all programs.
- ✦ Creates marketing materials and manages all social media platforms to connect and engage community in programs and services.
- ✦ Responsible for proposal development and special project implementation.
- ✦ Organizes and conducts capacity building events and activities for staff and clients.
- ✦ Successfully organizes and manages all fundraising and campaign initiatives.
- ✦ Leads grant writing efforts and provides support with contract oversight and compliance.
- ✦ Prepares expense reports, project budgets and purchase requisitions.
- ✦ Maintains open communication with Board of Directors to discuss, brainstorm and forecast the future of the organization.

Co-Director of Early Childhood Services

November-2010 to 2014 La Vida Felicidad

Los Lunas, NM

- ✦ Responsible for the day to day administration of the Early Intervention and Child Care Programs.
- ✦ Managed all aspects of recruiting process including screening, interviewing and selecting candidates.
- ✦ Supervised a program with a staff of 25 including service coordinators, therapists and home visitors in two different counties.
- ✦ Ensured consistent delivery of quality services and provided accurate reporting on all aspect of program operation.
- ✦ Established new partnerships within both Valencia and Cibola County to increase referrals for services.
- ✦ Evaluated and assessed systems and protocols in efforts to streamline processes that supported the effectiveness of services and staff's time.
- ✦ Provided monthly reflective supervision to staff.
- ✦ Organized and facilitated staff development trainings to ensure program and contract compliance.
- ✦ Responsible for organizing and conducting capacity building training and activities for staff.
- ✦ Conducted community presentations to generate referrals and increase community awareness of organization.
- ✦ Managed program's budget, expenses and contract compliance.

Lead Service Coordinator/Developmental Specialist II

May-2010 to November-2010 La Vida Felicidad

Los Lunas, NM

- ✦ Responsible for program management in absence of Early Childhood Services Director.
- ✦ Provided in-home case management for families of children in the early intervention program.
- ✦ Conducted evaluation and assessment for children accessing their development.
- ✦ Served as program liaison for transition team meetings with the public schools, NM Family Infant Toddler Program and Head start.
- ✦ Built strong rapport with other community organizations to ensure smooth transition of services for children and families.
- ✦ Connected families to valuable resources and needed services.

Service Coordinator/Developmental Specialist II

October-2004 to May 2010 La Vida Felicidad

Los Lunas, NM

- ✦ Coordinated evaluations and assessments to determine program eligibility for families.
- ✦ Facilitated in the development and execution of Family Service Plans based on the child's and families' needs.
- ✦ Identifies and coordinated community resources for families.
- ✦ Provided monthly home visits to families working on child development activities, therapeutic supports and parent training.

Legal Assistant

April-2002 to October-2004 Law Offices of Miguel P. Campos

Albuquerque, NM ✦ Assisted

- with the management and day to day operations of law office.
- ✦ Responsible for the day to day operations of the legal office.
- ✦ Provided legal research, document preparation and filing of documents in both district and county court.
- ✦ Worked closely with paralegals and attorneys on specific cases as needed.
- ✦ Created billing systems and implemented processes that supported the functionality of the business.
- ✦ Provided administrative assistance including data entry, transcription of documents and filing.

Skills

- ✦ Ability to work independently on strategic issues and create innovative projects that benefit the organization.
- ✦ Works well within teams and demonstrates strong leadership skills.
- ✦ Ability to coach, mentor and support team members.
- ✦ Excellent verbal and interpersonal skills.
- ✦ Strong writing skills.
- ✦ Fifteen years of human services experience working with programs that support children and adults with developmental disabilities.
- ✦ Ability to prioritize and work under pressure while managing multiple projects and deadlines.
- ✦ Excellent problem solver and great ability to exercise judgement utilizing companies' policies and procedures.
- ✦ Strong community and state-wide partnerships.
- ✦ Confidently represents organization's vision and mission on both local and state-wide platforms.
- ✦ Experiencing in creating, planning and executing meetings, fundraising events and campaigns.

- ✦ Experienced in writing project proposals, implementation of contracts and budget oversight.
- ✦ Knowledgeable of local and state-wide resources, events and organizations.
- ✦ Experienced in grant writing, RFP's and MOU preparations.

References

Available upon request

Katie L. Otero
521 Primrose Avenue SW
Los Lunas, NM 87031
(505) 417-8680
katieotero97@gmail.com

Objective: To obtain a challenging position and work as part of a dynamic director team that will allow me to utilize my experience and skills to ensure highest quality programs and services with full implementation of a quality assurance plan.

Education

January 1999 to	Professional Career Development Institute
May 1999	Home Study Course - Accounting/Bookkeeping
	Diploma, May 2000

August 1992 to	Los Lunas High School
May 1996	Los Lunas, New Mexico
	Business Education
	Diploma, May 1996 – GPA 4.3

Work Experience

February 2014 to Present

Quality Assurance Director - La Vida Felicidad, Inc., Los Lunas, NM

Duties include continuance, development, and implementation of a comprehensive Quality Assurance Plan and evaluating the effectiveness and efficiency of the Quality Assurance Program; leadership of the Quality Assurance Committee; conducting client and personnel file audits, external audit preparation, enforcing training compliance; submitting quarterly QA reports to the Board of Directors; review of billing reconciliation process; provide technical assistance to programs to improve quality of services.

As with previous position, I continue to act as Board of Directors liaison, ensure agency compliance with licensure, non-profit corporate reports, and with the NM Attorney General's office; assist with grant writing and RFP's, agency funding contract oversight, agency data collection including maintaining client database; compile data and create reports for strategic plan and client/family and staff satisfaction surveys; write and submit quarterly reports to funding sources for Senior Services programs.

From 2016 to the present I have had direct supervision of the Homecare Program Manager and of our homecare programs. Duties include assisting with caregiver training compliance, organizing quarterly caregiver meetings, ensuring compliance with requirements in client files, holding monthly team meetings, and review of caregiver timesheets, billing documents, and billing spreadsheets.

April 2002 to February 2014

Executive Secretary - La Vida Felicidad, Inc., Los Lunas, NM

Duties include providing support to Executive Director and director/management team; regular communication with Board of Directors and preparation for Board meetings; ensuring agency compliance with licensure, non-profit corporate reports, and with the NM Attorney General's office; grant writing and assisting with RFP's, agency funding contract oversight, and fundraising events; agency data collection including maintaining client database and donor/volunteer database; compiling data and creating reports for strategic plan and client/family and staff satisfaction surveys; writing and mailing agency annual report; writing and submitting quarterly reports to funding sources for Senior Services programs; Quality Assurance Team member with duties including personnel file audits, external audit preparation, and assistance in writing quarterly QA reports to the Board of Directors; back-up support for payroll functions and billing for child care and early intervention programs; writing staff and Board meeting minutes; Quality Librarian in maintaining Operations Manuals

January 2006 to November 2010

Caregiver for Disabled and Elderly Waiver Program - La Vida Felicidad, Inc., Los Lunas, NM

Duties include providing respite care to offer relief to families of elderly clients; light housekeeping; errands; companionship. Maintained all training requirements including First Aid, CPR, Incident Management, Lifting and Transferring, and other trainings related to senior care

May 2000 to April 2002

Administrative Assistant - Ron McDevitt Agency/Farmers Insurance, Bosque Farms, NM

Duties include meeting with clients to review and update fire and flood policies; writing new fire and flood policies; gathering information to enter claims; analyzing bills; contacting mortgage companies, surveyors, and title companies for closing of homes; cash handling; operation of office equipment

February 1998 to May 2000

Customer Service Representative/Supervisor - Payday Now Loans, Los Lunas, NM

Duties include data entry, cash handling, billing, opening and closing store, training employees, collection procedures, operation of office equipment

October 1997 to January 1998

Preschool Teacher - Albuquerque Nursery School, Albuquerque, NM

Duties include teaching four-year old children, carrying out lesson plans

March 1997 to October 1997

Preschool Teacher - Bright Day Preschool, Albuquerque, NM

Duties include teaching, guiding, and caring for two-year old children; development and implementation of daily activity plans

Special Skills

Excellent organizational skills; detail oriented; ability to multi-task and work independently; effective communication with co-workers at all levels and with stakeholders; writing/editing skills; typing; fax/copy machine; multi line phone; proficient in Microsoft Word, Excel, Publisher, and Outlook; positive attitude and work ethic; dependable; trustworthy; creative; problem solving skills.

Licensed Foster Parent for NM Children Youth and Families Department from October 2014 to present. Training in early childhood development.

References

Available Upon Request

GENELLE E. GALLEGOS
518 SOUTH TENTH STREET BELEN, NM 87002
CELL PH (505) 410-3542
EMAIL: genellegallegos@hotmail.com
Genelle@lvfnm.org

EXPERIENCE

Home Care Service Coordinator

Providing Companionship and Emotional Support: Engaging in conversations and activities to prevent isolation. Offering emotional support and understanding. Promoting social interaction and participation in events. Communicating with clients and families about progress and concerns. Maintaining records of care provided. Safety and Emergency Procedures: Ensuring a safe and secure environment. Knowing and following emergency procedures.

Accounts & Receivables/Receptionist/Front Desk Personnel

I have worked in Behavioral Mental Health, Physical Therapy and Medical Office. As an Account Receivable Specialist, I have year and half. Medical Records, I have year and half experience. Receptionist, I have over 4 years. In Hotels in Front Desk/Night Auditing and General Manager, I have 4 years experience. Duties included: Entering PSR, billing Third Party Insurances, running reports, entering EOBs with reports, answering phones, making/canceling appointments, checking in/out customer/clients, scheduling, filing, payroll, typing, checking eligibility on insurances, collecting financial and demographics to create charts, transportation when needed, ordering supplies, taking payments, making sure everything balances (credit card, direct billing, cash, petty cash, and gas card receipts), and fixing minor computer problems that may occur.

Surveillance Supervisor/Operator

Responsibilities included coordinating, scheduling and overseeing work performed by subordinate employees, responsible for reviewing and submitting daily reports, responsible for reviewing shift reports and submitting an overview shift report on daily basis, training new agents on job requirements, duties and responsibilities, and ensuring the integrity of the casino and its employees.

EDUCATION

Associates Degree on Information Technology at UNM-VC

Certificates for each semester for either Director's List/Dean's List or Practicum-UNM-VC TRIO Center-Database Manager

Graduate from Parks College- Diploma in Data Entry/Word Processing

Graduate from PIMA Medical Institution-Certificate in Medical Secretary, Award in A Honor Roll, Certificates in Perfect Attendance and Internship was completed at PMG-Belen Presbyterian.

SKILLS

Over 20 years' experience in Customer Service, Knowledge of Office XP (including Word, Excel, Access, Anasazi and Epic, PowerPoint), Type 30 wpm, filing, Medical Terminology and Abbreviations, Knowledge of collecting, CPT and ICD-9 Coding, and have CPR/First Aide Certification.

REFERENCES Available upon request



Direct Care Provider

DIRECT CARE PROVIDER/CAREGIVER

DEPT/PROGRAM: Homecare

REPORTS TO: Homecare Service Coordinator

FLSA STATUS: Non Exempt

RANGE: Hourly \$17.50 to \$18.00

LAST REVISED: June 2025

POSITION SUMMARY: Provides housekeeping, meal preparation, non-medical personal care, and local transportation (shop, doctor appts., pick-up Rx's, pay bills) as per the individual service plan of the individual served.

DUTIES AND RESPONSIBILITIES / ESSENTIAL JOB FUNCTIONS:

1. Provide home management and maintenance including light housekeeping, make beds, change linens, wash dishes, laundry, and routine maintenance of the client's home.
2. Transport client to appointments if required by individual service plan and preform errands and shopping necessary for the maintenance of the client's home.
3. Provide assistance with personal hygiene to assure comfort, cleanliness, and appearance of the client.
4. Provide assistance with client's mobility to and from point "A" to point "B".
5. Assist in meal preparation and eating as determined by individual service plan or personal care plan.
6. Assist with self-administered medication, prompting and reminding only.
7. Be observant of the client's change in behaviors/actions and promptly report significant changes to the supervisor. All other observations should be documented.
8. Must maintain confidentiality in accordance with HIPAA, LVF Policy, state and federal law
9. Maintain current CPR/FA and other trainings/certifications as required.

OTHER JOB RESPONSIBILITIES:

- Complete and submit required paperwork in a timely manner.
- Perform other related duties as assigned by supervisor.

SUPERVISORY RESPONSIBILITIES: NONE

ROLE QUALIFICATIONS:

- Must have ability to work independently in the client's home.
- Must have ability to communicate and have clear boundaries with confidential client information.
- Must have basic home management; housekeeping, cooking, and documentation skills.
- Must successfully complete all required training courses and required annual training hours (CPR/FA, lifting and body mechanics, HIPPA, Incident management and all required trainings according to homecare program contracts).
- Must have a negative TB test.
- Must have an automobile at his/her disposal; a valid, non-suspended NM driver's license and a current automobile liability policy and continuous coverage.



Direct Care Provider

Experience Requirements

- Must have general experience in activities of daily living (ADL'S) and instrumental activities of daily living (IADL's)

Other Knowledge, Skills and Abilities

- English/Spanish bilingual a plus.
- Organizational skills.
- Must have effective oral and written communication skills, and excellent interpersonal skills

WORKING CONDITIONS:

All services are provided in the client's home; our goal is to prevent abuse, neglect, exploitation and premature institutionalization by providing in-home support necessary for clients to remain in their homes and live with dignity.

- The physical environment requires the employee to work primarily inside. Some noise and interruptions are present.
- Must be able to lift 50lbs and have full range of motion.
- Must pass a pre-employment background check
- No substantiation or criminal conviction of child abuse or neglect
- Travel within the local community.

ACKNOWLEDGEMENT:

This job description describes the general nature and level of work performed by an employee assigned to the role. It does not imply that these are the only duties and responsibilities assigned to the job. The employee may be required to perform other duties as requested by the Supervisor/Director. All requirements are subject to change over time.

Signed By:	Date:
<Signature>	<Month DD, YYYY>

I acknowledge that this job description is neither an employment contract nor a legal document and does not alter the employment at-will status. I have received, read, and understand the expectations for the successful performance of this job.

Signed By:	Date:
<Signature>	<Month DD, YYYY>

October 23, 2025

To Whom It May Concern,

I am writing to wholeheartedly recommend Genelle Gallegos for Home Care Services at La Vida Felicidad. While collaborating with her in my mother's home (Estela Trujillo), I have consistently admired her professionalism, dedication, and outstanding abilities.

Genelle started working for my mother and I on June 3, 2025, and continues to do so. She has provided hiring and supervision of caregivers, companionship, performing light housekeeping (including dusting furniture, cleaning mirrors, and vacuuming rooms), and watering bushes and fruit trees outdoors.

Genelle has shown outstanding abilities in communication, leadership, problem-solving and teamwork. She consistently completes tasks with accuracy and attention to detail. Her cheerful outlook and willingness to work together make her an asset to any team.

I am confident that Genelle Gallegos is a valuable addition to your organization. She brings both the technical ability and the personal integrity necessary for success. I recommend her without reservation.

Please feel free to contact me at opalccha@gmail.com or 505-715-2971 if you require any further information.

Sincerely,

Opal Chavez



Michelle Lujan Grisham, Governor

Emily Kaltenbach, Cabinet Secretary

Antoinette Vigil, Deputy Cabinet Secretary

Angelina Flores-Montoya Cabinet Secretary

October 27, 2025

To Whom It May Concern:

From: Edward I. Gould, Regional Manager

RE: Letter of Reference

I am writing this letter of reference at the request of Katie Otero, Quality Assurance Director for La Vida Felicidad. I am currently the NW Regional Manager for Adult Protective Services and have been for the past 7 years. During my tenure as RM, I have worked closely with Katie Otero and her team and have always found her and her team to be responsive to our needs as a protective entity. We have recently made some changes to our processes and have remained steadfast with the services that they provide to the population that we serve. Katie and her team are responsive and participate in Bi-monthly contractor meetings with APS. I have found that the Team at La Vida Felicidad is always willing to dialogue and team up for difficult situations. Our Team at APS has made several referrals to La Vida Felicidad over the years and have always found them to be great communicators and very responsive to our client's needs. La Vida Felicidad is always willing to team up and are a cornerstone of this community, often engaging in other community events and serving other populations within our great community. I would without reservation recommend the Team at La Vida Felicidad for any type of service contract as I can speak from experience that they have proven to be a leader in their industry and very trusted partners. If you have any questions, please feel free to contact me: Edward I. Gould, RM 505-205-5966

Sincerely

Edward I. Gould

Edward I. Gould, RM
Adult Protective Services

Kim Caldwell

Date: October 22, 2025

To Whom It May Concern,

I am writing this letter to highly recommend **Genelle Gallegos** from **La Vida Felicidad** for her exceptional care and compassion in providing elder care for my mother, **Alice Duquet**.

Genelle began caring for my mother in **July 2025** and continued through **present date**. Throughout this period, she consistently demonstrated professionalism, patience, and genuine kindness. She approached my mother's care with respect and empathy, always ensuring that Alice's comfort, dignity, and well-being came first. Genelle took the time to understand my mother's individual needs and personality, creating a calm and trusting environment that greatly improved my mother's quality of life.

Genelle's reliability and dedication were evident in everything she did. She maintained clear communication with our family, was punctual and dependable, and consistently went above and beyond her duties. Whether it was assisting with daily routines, providing companionship, or handling unexpected challenges, Genelle did it all with warmth and grace.

Our family is deeply grateful for the care and compassion Genelle provided over these three years. I would wholeheartedly recommend her to any family seeking a caregiver who is not only skilled and dependable, but also truly caring and trustworthy.

If you have any questions or would like to discuss her qualifications further, please feel free to contact me at 970-778-5210 or dromomania64@msn.com.

Sincerely,

Kim Caldwell

APPENDIX A COST PROPOSAL SERVICE RATE

Identify the per unit (hour) reimbursement rate for services to be provided, and any maximum and minimum number of units per year.

Rate shall include any applicable gross receipts taxes, overhead and profits and shall constitute full and complete compensation for the successful Offeror's services under this proposal. If separate rates are required for services based on factors such as service location in Bernalillo County, service type or other factors, please identify each rate and explain in the Service Rate Justification section.

SERVICE CATEGORY	RATE(S) PER HOUR	SERVICE BLOCK TO PROVIDE SERVICES	
		Max. # of Hours per Year Proposed	Min. # of Hours per Year Proposed
~~Homemaker/Personal~~ ~~Care/Respite Services~~	33.10	9,828	6,240

- A. Days services are available (i.e. Monday-Sunday) Monday-Sunday
- B. Hours services are available 7:00 am to 7:00 pm

SERVICE RATE JUSTIFICATION

Provide a Service Rate Justification for each Service Rate identified. The intent of the justification is to identify the cost breakdown basis used in establishing the reimbursement rate with respect to services proposed. Include the rationale used in developing cost components noted in Part 2 Section 2.3 Cost Proposal. Provide a cost breakdown for the activities described in Part 3 Scope of Services indicating the cost of pricing details by task if applicable. Additionally, indicate how the reimbursement rate proposed is necessary and reasonable to accomplish the Scope of Services.

Time associated with arranging for services or monitoring client progress is not billable as service hours. Costs associated with arranging for services or monitoring client progress should be included in the unit cost for services.

La Vida Felicidad, Inc.
Cost Proposal: Personal Care Services

Rate Details:	\$ 33.10
Payroll – Direct Care Staff	\$ 18.00
Payroll – Administration	\$ 3.55
Payroll – Taxes & Benefits	\$ 9.48
All other Operating Costs	\$ 2.07

Project Budget Detail Form - Personnel				
Number of FTE on Project	Position Title	Annual Salary	Amount Requested	Percent Requested
0.01	Quality Assurance Director	80,000	3,120	4%
0.01	Homecare Service Coordinator	44,000	26,400	60%
0.01	Billing Coordinator	46,800	3,650	8%
0.01	Human Resources Manager	60,000	1,080	1.8%
0.01	Payroll Specialist	46,800	655	1.4%
16.00	Direct Care Staff	176,904	176,904	100%
Salaries and Wages this Page		454,504	211,809	46%
Payroll Taxes and Employee Benefits		199,981	93,196	46%
Total Personnel Costs		654,485	305,005	46%

Purchased Material, Unit Costs, and Quantities			
Materials	Unit Costs	Quantities	Total
Direct Care Staff Gloves	\$35.00	9	\$315
Classification Folders	\$32.56	4	\$130
Paper for Billing Sheets/Service Notes	\$50.00	9	\$450
Total Materials			\$895

La Vida Felicidad, Inc.
Cost Proposal-Expense Summary Form: Personal Care Services

	Project Total
DIRECT COSTS	
Personnel Costs	
Salaries & Wages	211,809
Payroll Taxes & Wages	93,196
Total Personnel Costs	305,005
Operating Costs	
Advertising (Staffing)	273
Audit Costs	546
Background Checks	702
Conferences, Meetings, Trainings, Etc.	936
Consumable Supplies (Gloves, folders, paper)	895
Drug Testing	624
Equipment Lease/Purchase	154
Liability Insurance	2,340
Marketing	1,560
Occupancy	
A. Rent	
B. Utilities	390
C. Other	
Postage, Shipping	78
Telephone	3,900
Travel	
a. Local Travel	3,900
b. Out of Town Travel	
Vehicle Expenses	195
Total Operating	16,493
TOTAL DIRECT COSTS	321,498
INDIRECT COSTS	
Repair/Maintenance, operating expenses, office supplies, and other expenses utilized by administrative personnel	3,900
Total Project Expenses	325,398

SERVICE RATE JUSTIFICATION

Hours of service per year proposed (*maximum & minimum*):

La Vida Felicidad currently has 10 caregivers supporting our City of Albuquerque personal care services contract. It was estimated that an additional 4 caregivers would be needed to be able to accept more referrals and help clear the wait-list. La Vida currently serves 51 clients with an average of 3 hours per week of service per client at \$18 per hour for each caregiver. $51 \times 3 \times 52 = 7,956$ hours per year. We are estimating the maximum amount of hours once we hire more caregivers to be 9,828 (63 clients) $63 \times 3 \times 52 = 9,828$; $9,828 \text{ hours} \times \$18/\text{hour} = \$176,904$, the amount of direct care staff salaries entered on the cost proposal. The minimum amount of hours is set at 6,240 (40 clients), $40 \times 3 \times 52 = 6,240$.

Project Detail Budget Form – Personnel:

Actual salaries were used based on the maximum number of clients served. FTE was calculated based on percentage of time supporting the program. Payroll taxes and benefit costs are actual costs, allocated by FTE.

Purchased Materials, Unit Costs, and Quantities:

These items were calculated based on historical usage and costs. Additional quantities were estimated for increased services.

Rate Detail Calculations:

Direct Care Staff – actual rate of pay per hours which is calculated at \$18.00

Administration Payroll – amount requested for all admin salaries divided by maximum amount of hours. $\$34,905 / 9,828 \text{ hours} = \$3.551$

Payroll Taxes & Benefits – amount requested divided by maximum hours of service. $\$93,196 / 9,828 = \$9.482$

All other Operating Costs – Includes total material plus administrative overhead allocation to City of Albuquerque program minus the admin salaries calculated above. Estimated annual overhead and materials - $\$20,393 / 9,828 \text{ hours} = \$2.074$

Direct Care Staff = \$18.00

Admin Payroll = \$3.551

Payroll Taxes & Benefits = \$9.482

All other Operating Costs = \$2.074

Total Rate Request: \$33.107

SECTION ONE: TECHNICAL PROPOSAL for B. Personal Care Services

2.1.1 Offeror Identification:

State the name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar matter. Include name, email address and telephone number of person(s) in your organization authorized to execute the contract resulting from this RFP. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement to the Required Contract Terms, state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

La Vida Felicidad Inc. is a non-profit corporation. La Vida Felicidad, Inc. does not use subcontractors in our Homecare program.

La Vida Felicidad's main office location is located 1051 Huning Ranch East Loop SW in Los Lunas, New Mexico (this is where our Homecare program staff are located). We also have three other office locations: 530 Sun Ranch Village Road, Los Lunas, NM; 514 Park Street, Socorro, NM; and 833 Roosevelt Ave., Grants, NM. Our mailing address is P.O. Box 2040, Los Lunas, NM 87031.

Adria Jaramillo, Chief Executive Officer, is authorized to execute the Draft Agreement; her phone number is 505-865-4651, email address is adria@lvfnm.org.

La Vida Felicidad, Inc. assures that we are in compliance with all laws stated within the City of Albuquerque Request for Proposals, Solicitation Number RFP-2025-727-YFS-FS.

La Vida Felicidad, Inc. is in agreement with the Required Contract Terms set forth in section 1.11 of the City of Albuquerque Request for Proposals, Solicitation Number RFP-2025-727-YFS-FS, with no exceptions.

La Vida Felicidad, Inc. will carry the insurance specified.

2.1.2 Experience:

2.1.2.1 Current Experience: State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

La Vida has been providing Homemaker, Personal Care and Respite services since 1992. In our home care services, the service components provided allow the clients to maintain independence in their home environments through the provision of household and personal care services that the clients can no longer perform, thereby reducing the risk of premature institutionalization.

Adria Jaramillo, Chief Executive Officer, has been with La Vida Felicidad since 2004. She was hired as a Developmental Specialist/Family Service Coordinator in our Early Intervention program and later was promoted to Co-Director of the program. Adria became La Vida's Director of Outreach and Development in 2014 and then Chief Executive Officer in 2019. Adria has several years of experience in upper management, supporting programs that provide services to children and adults with disabilities. Adria holds a bachelor's degree in communication. She oversees service compliance and works with the program manager and Quality Assurance Director in program planning and development. See **attached resume**.

Katie Otero is the Quality Assurance Director at La Vida and has been employed with La Vida since 2002. During this time, she has had oversight of all agency program funding contracts and licenses. Katie has worked directly with the Homecare program in assisting with oversight for the past nine years. See **attached resume**.

Genelle Gallegos is the Homecare Service Coordinator who first came to La Vida in 2017 as a direct support staff in our Customized Community Supports program working with individuals with developmental disabilities. In June 2025 she began working in the Homecare program as a caregiver then in July 2025 Genelle was hired as the Service Coordinator. Genelle has over 10 years of experience working directly with adults and seniors with disabilities who needed assistance with activities of daily living. At La Vida, Genelle is the direct supervisor of the caregivers who provide services in Bernalillo County. She checks in frequently with the caregivers and holds each one of them accountable in making sure visits are not missed, in communicating with her regarding any changes or issues going on with the clients, and in making sure they follow all training requirements. See **attached resume**.

Caregivers must be dependable, responsible, caring, and trustworthy since they work without direct supervision in the client's home. Although based in the field, caregivers are in frequent contact with the program Service Coordinator. They understand the issues related to senior care such as dementia, mental health, hoarding, depression, decline in health, and lack of family support. Caregivers are trained to identify and inform their supervisor of any changes in the client's condition, or of worsening conditions in the client's home. See **job description**.

2.1.2.2 Past Experience: Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a letter of reference for each regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

La Vida has been providing homemaker, respite, and personal care services to persons over 60 years of age under a contract with City of Albuquerque, Area Agency on Aging from 2006 - 2025. In fiscal year 2025 we provided services to 51 clients. We work closely with Theresa Smith, Program Specialist for the City of Albuquerque/Bernalillo County AAA Program, phone: 505-768-2078. We are attaching a **reference letter from client Estella Trujillo and daughter Opal Chavez** who cares for her mother. Phone 505-715-2971.

La Vida has provided homecare, personal care, and chore services to at-risk adults under a contract with the State of New Mexico's Aging and Long-Term Services Department (ALTSD) from 1993-2025. These services are provided in Bernalillo, Valencia, and Socorro Counties of New Mexico. The purpose of this program is to assist in preventing abuse, neglect, and exploitation of elderly and/or disabled adults and to meet client needs in aging well at home thereby reducing the incidence of institutionalization and nursing home placement. All referrals come from NM Adult Protective Services. In fiscal year 2025 we provided services to 5 seniors. Please see attached **reference letter from Edward Gould, Adult Protective Services NW Regional Manager**, phone: 505-866-2381.

In 2015 La Vida began our Su Casa Personal Assistance Services program which is a private pay service designed for individuals who do not qualify for our other, contracted homecare services. With Su Casa, individuals can customize their service plans according to their needs and desires. Services offered include Home Assistance services (cleaning, organizing, home maintenance), Companionship, Respite for family caregivers, Transportation, and more. In fiscal year 2025 we provided services to 16 individuals, 15 of whom were seniors. We are **attaching a reference letter from the daughter of a client who receives services in this program, Alice Duquet**. Alice receives care in both Valencia and Socorro Counties as she shares her time between two daughters. Alice/Kim's phone number is 970-778-5210.

2.1.3 Need for Program:

Briefly but clearly describe your organization's understanding of the eligible population, relevant conditions in their community and their needs to be addressed by the service or program. Include gaps and overlaps in services, and how this program will alleviate those gaps and/or overlaps. Include a rationale for the overall need for the service. Include current socio-economic factors and how the service fits with City programming priorities. Include information from any needs assessment process.

The purpose of La Vida's homecare program is to assist in preventing abuse, neglect, and exploitation of elderly and/or disabled adults and to meet client needs in aging well at home thereby reducing the incidence of institutionalization and nursing home placement. Our main goal is to help clients who wish to remain in their own homes as long as possible, to do so, and in our experience a minimum of homecare/personal care service hours prevents/postpones nursing home placement and enhances their quality of life. La Vida's homecare mission is in line with the Department of Senior Affairs' focus on helping "seniors live with dignity, stay healthy, and engage with their community".

According to the New Mexico Aging and Long-Term Services Department State Plan on Aging for 2025-2029, New Mexico ranks 13th in the nation for the percentage of people age 65 and older. 75% of older adults in New Mexico want to age in place, in their own homes. It is estimated that the 65+ population will grow 122% by 2030 to 475,687 from 391,207 in 2020. From 2010 to 2020, New Mexico's total population increased by 3% while the population of people over age 65 increased by 44%. The number of adults age 85 and older are projected to

more than double from 2020 to 2040 according to the University of New Mexico. Additionally, New Mexico has the 7th lowest life expectancy in the United States with an average age of 74.5 years; 2.5 lower than the average life expectancy nationwide.

For many seniors, it becomes more and more difficult to live at home, especially if they do not have any family or community support. With a decrease in their activities of daily living and worsening medical conditions, they are unable to keep their home clean, free of trip hazards, care for their own hygiene, or be able to access transportation or medications. They might not have anyone to check in on them, which is very dangerous if they have a fall. With even limited homemaker and personal care services, seniors can stay in their homes longer knowing someone will be there to check on them, keep their home safe and assist them in taking a bath without worrying about falling.

According to the US Census Bureau data in the University of New Mexico's New Mexico Older Adult Needs Assessment published in September 2024, the percentage of older adults living below the poverty line and those relying on SNAP benefits has grown to an estimated 16.4% in NM. The statewide poverty rate for adults over 65 has increased to 12.2%. The Planning & Service Area 1, which is Bernalillo County, (PSA1) experienced the largest increase in older adult households with incomes below 200% of poverty. Approximately 38% of adults 65+ live with a disability in NM. In PSA 1, there was an increase in older adults with disabilities of 5,189 between 2017 and 2022. In PSA1-4, Bernalillo County and Non-Metro Areas, 67.5% to 76.6% of older adults identify as White, 33.4 to 37% identify as Hispanic or Latino, and Native American representation is low compared to statewide. In looking at the statewide household type between 2018-2022, 44.3% of older adults 65+ live alone in NM, an increase of 12% between 2017 and 2022. In PSA1 and PSA2, 69.5% of older adults live alone.

La Vida has not experienced overlap in services for clients. While some clients are receiving additional home health care services, often times through a hospice program, they are not receiving the type of home care services offered through the Home Care program. At no time is a home care provider to be doing duplicative services being provided by another agency unless the individual is in need of hours outside of what either agencies contract is able to provide. In this case, the services may not overlap (2 different agencies in the home at the same time) but must be independent of each other to meet the client's needs (such as meal preparation on different days).

2.1.4 Best Practices:

[Describe proven approaches, research and/or best practice information applied to the development of this service or program.](#)

An ever-growing social concern within the U.S. and other places is supporting older adults who want to continue living independently as opposed to moving to an institutional care setting. The term for this is often called "aging in place". "Older people want choices about where and how they age in place. "Aging in place" was seen as an advantage in terms of a sense of attachment or connection and feelings of security and familiarity in relation to both homes and

communities. Aging in place related to a sense of identity both through independence and autonomy and through caring relationships and roles in the places people live.” The Gerontologist, Volume 52, Issue 3, 1 June 2012

“The “graying” of the baby boom generation, whose members began to turn 50 years old in 1996, will drive future caregiver needs and caregiving solutions. Baby boomers are projected to live longer than any previous generation, and the number of people aged 65 years or older is expected to double between 2000 and 2030. Elderly people will also increase as a proportion of the population, and people aged older than 85 years will be the fastest growing segment of that group. Other dynamics within the older population suggest more intensive caregiving demands as well. For example, today’s increased life expectancies mean that many 65-year-olds will be caring for their 90-year-old parents.

The joint National Alliance for Caregiving and AARP study defined 5 levels of caregiving. “Level 1” caregivers devoted relatively few hours each week (a mean of 3.5) to providing care and provided no care in the form of help with activities of daily living (ADLs). “Level 5” caregivers were those with the heaviest burden (a mean of 87.2 hours per week), providing help with at least 2 ADLs and more than 40 hours of care each week.

Intensity of care provided predicted a number of problems related to health. For example, 35% of level 5 caregivers reported their health as fair or poor, compared with 12% of level 1 caregivers. Also, level 5 caregivers were more likely to report significant physical strain than were level 1 caregivers (46% vs 3%). Finally, level 5 caregivers were 4 times more likely than were level 1 caregivers to report significant emotional strain. “(Framing the Public Health of Caregiving Talley PhD, MPH, and Crews PA)

The research shows that as individuals age and the need for care increases, the burden can be reduced by social support from local communities through programs that allow for some relief for the family caregiver or that provides care when an individual is without family. Research has indicated that an individual’s well-being can be sustained longer when they remain in their community. This allows for the individual to have familiar surroundings such as the same grocery store, pharmacy, parks, friends, etc. Community plays an important role in reducing isolation and depression for the elderly. *“Over the past 30 years, policy makers and professionals who provide services to older adults with chronic conditions and impairments, as well as researchers, have placed greater emphasis on conceptualizing aging in place as an attainable and worthwhile goal. With respect to the environment, aging in place has two prongs: aging in place in the home and in other structured settings in the community. While the definition of “home” varies (e.g., single or multiple family home) and continues to remain an essential component of aging in place, increasing attention has highlighted the importance of community care as a means to either support aging in place or as an initial step in fostering the goal of aging at home”* Journal of Aging Research Volume 2012, Article ID 120952 Aging in Place: Evolution of a Research Topic Whose Time Has Come: Sarinnapha Vasunilashorn, Bernard A. Steinman, Phoebe S. Liebig, and Jon Pynoos

2.1.5 Proposed Approach to Tasks:

Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services.

In our home care services, the service components provided allow clients to maintain their independence in their home through the provision of personal care services that the clients can no longer perform for themselves, reducing the risk of premature institutionalization. The services focus on assisting the client to maintain a healthy and safe lifestyle and correlate to the activities or chores that the client can no longer perform as well as support them in the acquisition of skills and/or community resources. The following are the specifics on how La Vida's homecare program operates:

Personal Care Services: Caregivers provide personal care services according to the client's needs outlined in the ISP. This may include assistance with personal hygiene—bathing, grooming, dressing, toileting, oral care, nail care, skin care; assistance with mobility or devices to aid movement around the home; transferring, turning and positioning; medication reminders; and monitoring specific nutritional needs to include meal preparation. The caregivers monitor the client's health and take note of any changes in the client's condition. If there is a decline in health or a concern, the caregiver will inform their supervisor as well as document this on the service note.

2.1.6 Management Summary:

Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

Adria Jaramillo, Chief Executive Officer, is responsible for oversight of Homecare services at La Vida and is the person authorized to execute agency contracts and agreements. Katie Otero, Quality Assurance Director is responsible for making sure all services are provided as required in the City of Albuquerque Scope of Services and works directly with the Department of Senior Affairs/Case Management agency on all referrals made and works collaboratively to ensure that thorough processes are followed throughout the assessment, intake and enrollment process. Katie tracks client satisfaction through the annual satisfaction surveys and collaborates with the Chief Executive Officer to ensure that all required components in the City of Albuquerque contract are being met. She ensures compliance with caregiver training requirements, compliance with client file requirements, and assists with quarterly caregiver training. Katie receives monthly budget reports and reviews contract utilization with the Director of Finance and Administration, Gina Newman. Genelle Gallegos, Homecare Service Coordinator, works very closely with caregivers and communicates often with clients, making sure services are going well and that their caregiver is a good match and meets their needs. She also works to locate community resources for clients as needed.

When necessary, we draw upon other La Vida personnel to assist as needed to ensure the best match possible. We have employees who are personal service assistants in our Su Casa program that we can use when necessary to meet specific needs or to help as a substitute should the

situation arise. Genelle also fills in to provide direct services if a substitute is needed and another caregiver is not available. We want to ensure services are completed for clients and needs are being met according to contract compliance and the individuals plan of service.

2.1.7 Monitoring and Evaluation Plans:

[Discuss approach to monitoring and evaluating service delivery and client satisfaction.](#)

La Vida's Homecare Service Coordinator monitors service delivery by communicating frequently with caregivers as well as by reviewing the caregiver Service Notes twice per month. In these service notes, the caregiver notates all the tasks they completed for each date of service along with the time spent in the home. For each date, the client is required to read the note and sign off that they agree with the services performed, this is done before the caregiver leaves for the day. The Service Coordinator verifies that all services written in the client's Individual Service Plan are being provided.

The Quality Assurance (QA) Director has direct oversight of the Homecare program. The QA Director reviews client files to ensure that all required documentation is complete and correct; this includes a review of billing sheets/service notes turned in by caregivers to ensure that the scheduled hours of services have been provided and that the services match what is in the client's plan. The QA Director tracks caregiver training to ensure that all required classes are current and that the annual hours are being met. Additionally, La Vida has implemented a comprehensive strategic planning process, ***Focus on Excellence***. This process is driven by our agency's mission, vision and values and includes the development of numerous outcomes, measures, and data collection. It was implemented with input from stakeholders including staff, Board of Directors, individuals receiving services and family, and is assessed for outcome attainment on a monthly basis. Managers must track an array of measurements and submit data to the QA Director monthly. The QA Director then generates a report that the Leadership Team reviews. Corrective action must be written and implemented for any measures that do not meet the target. Some measures relating to the Homecare program include: % of staff who are in compliance with required training/hours; % of newly enrolled clients who began services within the required number of days from referral; and % of overall satisfaction ratings on client satisfaction surveys.

La Vida assesses client/family satisfaction through the annual satisfaction surveys distributed to all homecare clients. The QA Director is responsible for distributing the surveys and for reviewing all results and comments. The QA Director compiles the results of all surveys into a single report with the percentages of satisfaction for each question and with all comments combined. This report is then sent out to the Chief Executive Officer for review. If satisfaction has decreased as compared to the results of the prior two years, the QA Director must complete a corrective action plan. The QA Director then ensures that the corrective action written is implemented. Feedback received on client satisfaction surveys is very important as it helps drive our strategic planning goals for the next five years. It helps us to design goals in improving services and maximize our resources.

2.1.8 Service Delivery, staff training and recordkeeping requirements:

Provide your approach to service delivery, staff training, and recordkeeping requirements.

SERVICE DELIVERY: When a referral is received on Wellsky, the Quality Assurance Director responds in the database that the referral has been received, and the intake will be scheduled. The referral is then given to the program Service Coordinator. During the initial intake, the Service Coordinator refers to the Care Plan/Level of Care on the Referral Form, then uses an additional Assessment form to gain more information on the client's strengths and limitations from the client or the client's support system/family members. This tool identifies which Activities of Daily Living (ADL's) and Instrumental Activities of Daily Living (IADL's) the client can do independently and which they need assistance with such as bathing and hygiene, managing medication, or meal preparation, or doing laundry, for example. The Service Coordinator then develops a comprehensive Individual Service Plan based on the client's strengths as well as functional limitations identified, which outlines services that will be provided. The Service Coordinator also becomes familiar with the client's likes and dislikes during intake in order to match them with a compatible caregiver.

Once the intake is completed, the Service Coordinator identifies the caregiver who will match best to the new client and contacts that caregiver to review the client information. Most of the communities we serve have a high Hispanic population, and La Vida has excellent staff capacity to communicate effectively to families who are monolingual Spanish. We work to assure that the staff who is matched with the client is a person with a compatible background and appropriate fit for the client. Staff must respect the values, culture, and lifestyle of each client.

STAFF TRAINING: All caregivers must meet requirements and qualifications requested by the agency to be a caregiver. Prior to new hire orientation, Human Resources conducts the Consolidated Online Registry background check, the National Sex Offenders public website background check, and the NM Courts criminal background check. During new hire orientation, Human Resources initiates the NM Department of Health Caregivers Criminal History Screening background check and initiates the NM Department of Public Safety criminal history background check. Human Resources then conducts new employee reference checks. This documentation confirming that the employee is cleared of any criminal activity, is maintained in the employee's personnel file.

During new hire orientation, Human Resources reviews agency policies, procedures, and the employee handbook and the employee completes the following training: confidentiality/HIPAA; reporting of abuse, neglect, and exploitation; defensive driving; universal precautions and blood borne pathogens; fire extinguisher training; lifting and transferring; harassment and bullying in the workplace; sexual harassment; diversity in the workplace; and ethics in the workplace. The new employee then meets with the Homecare Service Coordinator to review the Caregiver Rules of Conduct, proper documentation, and review the service plans of the clients the caregiver will see.

The employee then must complete additional training to total no less than 10 hours in the first year of employment to include CPR/First Aid and training relating to caring for individuals with Alzheimer's disease and dementia. 10 hours of training must be completed by all caregivers on an annual basis. Training is offered during our mandatory quarterly caregiver meetings during which time we also discuss any issues or concerns the caregivers are having, specific needs of clients, topics caregivers would like training in, and a review of program policies and procedures. We have a representative from Adult Protective Services come into our meetings once a year to train caregivers on recognizing signs of abuse, neglect, and exploitation as well as reporting. We offer online training to caregivers and we also encourage them to attend conferences including the annual New Mexico Conference on Aging.

The Service Coordinator directly supervises all caregivers and communicates with them frequently to ensure that services are being provided each week as scheduled and that all new referrals begin services within the required timeline of 2-4 working days from the date of referral. The Quality Assurance Director contacts the referring Case Manager via Activities and Referrals in Wellsky to let them know that services have begun. If there is a delay in the initiation of services (i.e. the person referred is not home, hospitalized, or cannot be contacted to conduct the intake), the Quality Assurance Director will communicate with the referring Case Manager in the same way to keep them updated of our attempts to begin services as soon as possible. La Vida understands the importance and urgency in beginning services within the required timelines.

RECORDKEEPING REQUIREMENTS: Once a new client intake is completed, the Service Coordinator creates a client file and enters the client information into our homecare spreadsheet. The Service Coordinator is responsible for maintaining client files which include client referral and contact information, assessment, service plan, release forms, and billing sheets and service notes. Each time the caregiver provides services, they must detail what they did on a service note and the client must sign off on this note at the end of each visit. The Service Coordinator is then able to verify that services provided match what is outlined in the client's ISP.

After the Service Coordinator reviews all billing sheets and service notes and signs off on them, verifying that they are complete and accurate, these documents are given to the Billing/Payroll Specialist. The Billing/Payroll Specialist enters the hours provided for each date into Wellsky on a monthly basis. The Billing/Payroll Specialist maintains all billing records according to the agency retention schedule.

2.1.9 Limitations:

[Document any limitations regarding service delivery including any limitations to serving clients in any geographic area of Bernalillo County.](#)

In the past, La Vida Felicidad, Inc. has primarily served the South Valley area of Albuquerque under the City of Albuquerque/AAA Contract, but we would be able to provide personal care services anywhere within the Albuquerque City limits.

La Vida Felicidad, Inc.

Homemaker, Personal Care and Respite Services
City of Albuquerque RFP-2025-727-YFS-FS

Technical Proposal Attachments:

- Chief Executive Officer Resume
- Quality Assurance Director Resume
- Homecare Service Coordinator Resume
- Direct Care Provider (Caregiver) Job Description
- Reference Letter from client #1
- Reference Letter from Adult Protective Services
- Reference Letter from client #2

ADRIA N. JARAMILLO

1962 Cerro Crest Court
Los Lunas, NM 87031 duranaj2217@yahoo.com
(505) 550-1205

Objective

To lead a strategic team that is committed to creating impact and making meaningful connections in the community.

Education

Bachelor of Arts in Communication

August-1999 to May-2004 University of New Mexico Albuquerque, NM

Related course work includes public speaking, intercultural communication, marketing communication, mass communications, leadership, business and professional speaking seminars. All Microsoft office products.

High School Diploma

August-1995 to May-1999 Los Lunas High School Los Lunas, NM

Work Experience

Chief Executive Officer

Los Lunas, NM

October 2019 to Present La Vida Felicidad

- ✦ Oversees all agency programs and services in the six NM counties served (Valencia, Bernalillo, Cibola, Socorro, San Juan, and McKinley).
- ✦ Responsible for the agency long-range plans, major projects and expenditures, corporate and legal issues and day to day operations of the organization.
- ✦ Write, edit, and create new administrative policies and procedures for the Board of Directors consideration and oversee existing policies and procedures.
- ✦ Directs, evaluates and supervises the progress of all program components and implements any changes indicated by continuous steady evaluation of the programs and needs of the communities. N
- ✦ Responsible for ongoing budget analysis and control.
- ✦ Secures professional funding and technical resources to support all programs.
- ✦ Responsible for researching and writing grants for all programs and services.
- ✦ Manages all marketing and outreach efforts for the organization.
- ✦ Manages all fundraising initiatives including special events, fundraisers and through private donors.
- ✦ Actively promotes agency services, programs, mission statement and philosophy through outreach initiatives, community partnerships and advocacy at a state-level.
- ✦ Represents organization on committees on both a local and state-wide level.
- ✦ Presents financial and programmatic information to Board of Directors.
- ✦ Oversees Human Resources and creates and implements policies, procedures and best practices for the organization.
- ✦ Mitigate agency liability in all areas.
- ✦ Leads the agency in the provision of person-centered services and community inclusion.

- ✦ Oversees and ensures that services are provided with highest ethics and keeping with agency's values and best practices.
- ✦ Must maintain confidentiality in accordance with HIPAA, LVF policy and state and federal law.

Director of Outreach and Development

Los Lunas, NM

October 2014 to Present La Vida Felicidad, Inc.

- ✦ Responsible for the implementation of organization's strategic marketing and outreach initiatives.
- ✦ Serves as community liaison for organization across five New Mexico counties.
- ✦ Actively evaluates and contributes to agency's decision-making practices and protocols.
- ✦ Contributes to the creation and implementation of organization's policies and procedures.
- ✦ As a member of the agency's Director Team holds the responsibility to assess and evaluate fiscal health of the organization and continuously evaluate program operations and needs.
- ✦ Responsible for evaluating effectiveness of organization's operations and practices and work amongst Director Team to identify alternatives.
- ✦ Works with Human Resources in the advertising and recruitment of personnel.
- ✦ Represents organization on community and state-wide committees and initiatives.
- ✦ Identifies and maintains strategic relationships with key community and corporate stakeholders to generate donors and revenue for all programs.
- ✦ Creates marketing materials and manages all social media platforms to connect and engage community in programs and services.
- ✦ Responsible for proposal development and special project implementation.
- ✦ Organizes and conducts capacity building events and activities for staff and clients.
- ✦ Successfully organizes and manages all fundraising and campaign initiatives.
- ✦ Leads grant writing efforts and provides support with contract oversight and compliance.
- ✦ Prepares expense reports, project budgets and purchase requisitions.
- ✦ Maintains open communication with Board of Directors to discuss, brainstorm and forecast the future of the organization.

Co-Director of Early Childhood Services

November-2010 to 2014 La Vida Felicidad

Los Lunas, NM

- ✦ Responsible for the day to day administration of the Early Intervention and Child Care Programs.
- ✦ Managed all aspects of recruiting process including screening, interviewing and selecting candidates.
- ✦ Supervised a program with a staff of 25 including service coordinators, therapists and home visitors in two different counties.
- ✦ Ensured consistent delivery of quality services and provided accurate reporting on all aspect of program operation.
- ✦ Established new partnerships within both Valencia and Cibola County to increase referrals for services.
- ✦ Evaluated and assessed systems and protocols in efforts to streamline processes that supported the effectiveness of services and staff's time.
- ✦ Provided monthly reflective supervision to staff.
- ✦ Organized and facilitated staff development trainings to ensure program and contract compliance.
- ✦ Responsible for organizing and conducting capacity building training and activities for staff.
- ✦ Conducted community presentations to generate referrals and increase community awareness of organization.
- ✦ Managed program's budget, expenses and contract compliance.

Lead Service Coordinator/Developmental Specialist II

May-2010 to November-2010 La Vida Felicidad

Los Lunas, NM

- ✦ Responsible for program management in absence of Early Childhood Services Director.
- ✦ Provided in-home case management for families of children in the early intervention program.
- ✦ Conducted evaluation and assessment for children accessing their development.
- ✦ Served as program liaison for transition team meetings with the public schools, NM Family Infant Toddler Program and Head start.
- ✦ Built strong rapport with other community organizations to ensure smooth transition of services for children and families.
- ✦ Connected families to valuable resources and needed services.

Service Coordinator/Developmental Specialist II

October-2004 to May 2010 La Vida Felicidad

Los Lunas, NM

- ✦ Coordinated evaluations and assessments to determine program eligibility for families.
- ✦ Facilitated in the development and execution of Family Service Plans based on the child's and families' needs.
- ✦ Identifies and coordinated community resources for families.
- ✦ Provided monthly home visits to families working on child development activities, therapeutic supports and parent training.

Legal Assistant

April-2002 to October-2004 Law Offices of Miguel P. Campos

Albuquerque, NM ✦ Assisted

- with the management and day to day operations of law office.
- ✦ Responsible for the day to day operations of the legal office.
- ✦ Provided legal research, document preparation and filing of documents in both district and county court.
- ✦ Worked closely with paralegals and attorneys on specific cases as needed.
- ✦ Created billing systems and implemented processes that supported the functionality of the business.
- ✦ Provided administrative assistance including data entry, transcription of documents and filing.

Skills

- ✦ Ability to work independently on strategic issues and create innovative projects that benefit the organization.
- ✦ Works well within teams and demonstrates strong leadership skills.
- ✦ Ability to coach, mentor and support team members.
- ✦ Excellent verbal and interpersonal skills.
- ✦ Strong writing skills.
- ✦ Fifteen years of human services experience working with programs that support children and adults with developmental disabilities.
- ✦ Ability to prioritize and work under pressure while managing multiple projects and deadlines.
- ✦ Excellent problem solver and great ability to exercise judgement utilizing companies' policies and procedures.
- ✦ Strong community and state-wide partnerships.
- ✦ Confidently represents organization's vision and mission on both local and state-wide platforms.
- ✦ Experiencing in creating, planning and executing meetings, fundraising events and campaigns.

- ✦ Experienced in writing project proposals, implementation of contracts and budget oversight.
- ✦ Knowledgeable of local and state-wide resources, events and organizations.
- ✦ Experienced in grant writing, RFP's and MOU preparations.

References

Available upon request

Katie L. Otero
521 Primrose Avenue SW
Los Lunas, NM 87031
(505) 417-8680
katieotero97@gmail.com

Objective: To obtain a challenging position and work as part of a dynamic director team that will allow me to utilize my experience and skills to ensure highest quality programs and services with full implementation of a quality assurance plan.

Education

January 1999 to Professional Career Development Institute
May 1999 Home Study Course - Accounting/Bookkeeping
Diploma, May 2000

August 1992 to Los Lunas High School
May 1996 Los Lunas, New Mexico
Business Education
Diploma, May 1996 – GPA 4.3

Work Experience

February 2014 to Present

Quality Assurance Director - La Vida Felicidad, Inc., Los Lunas, NM

Duties include continuance, development, and implementation of a comprehensive Quality Assurance Plan and evaluating the effectiveness and efficiency of the Quality Assurance Program; leadership of the Quality Assurance Committee; conducting client and personnel file audits, external audit preparation, enforcing training compliance; submitting quarterly QA reports to the Board of Directors; review of billing reconciliation process; provide technical assistance to programs to improve quality of services.

As with previous position, I continue to act as Board of Directors liaison, ensure agency compliance with licensure, non-profit corporate reports, and with the NM Attorney General's office; assist with grant writing and RFP's, agency funding contract oversight, agency data collection including maintaining client database; compile data and create reports for strategic plan and client/family and staff satisfaction surveys; write and submit quarterly reports to funding sources for Senior Services programs.

From 2016 to the present I have had direct supervision of the Homecare Program Manager and of our homecare programs. Duties include assisting with caregiver training compliance, organizing quarterly caregiver meetings, ensuring compliance with requirements in client files, holding monthly team meetings, and review of caregiver timesheets, billing documents, and billing spreadsheets.

April 2002 to February 2014

Executive Secretary - La Vida Felicidad, Inc., Los Lunas, NM

Duties include providing support to Executive Director and director/management team; regular communication with Board of Directors and preparation for Board meetings; ensuring agency compliance with licensure, non-profit corporate reports, and with the NM Attorney General's office; grant writing and assisting with RFP's, agency funding contract oversight, and fundraising events; agency data collection including maintaining client database and donor/volunteer database; compiling data and creating reports for strategic plan and client/family and staff satisfaction surveys; writing and mailing agency annual report; writing and submitting quarterly reports to funding sources for Senior Services programs; Quality Assurance Team member with duties including personnel file audits, external audit preparation, and assistance in writing quarterly QA reports to the Board of Directors; back-up support for payroll functions and billing for child care and early intervention programs; writing staff and Board meeting minutes; Quality Librarian in maintaining Operations Manuals

January 2006 to November 2010

Caregiver for Disabled and Elderly Waiver Program - La Vida Felicidad, Inc., Los Lunas, NM

Duties include providing respite care to offer relief to families of elderly clients; light housekeeping; errands; companionship. Maintained all training requirements including First Aid, CPR, Incident Management, Lifting and Transferring, and other trainings related to senior care

May 2000 to April 2002

Administrative Assistant - Ron McDevitt Agency/Farmers Insurance, Bosque Farms, NM

Duties include meeting with clients to review and update fire and flood policies; writing new fire and flood policies; gathering information to enter claims; analyzing bills; contacting mortgage companies, surveyors, and title companies for closing of homes; cash handling; operation of office equipment

February 1998 to May 2000

Customer Service Representative/Supervisor - Payday Now Loans, Los Lunas, NM

Duties include data entry, cash handling, billing, opening and closing store, training employees, collection procedures, operation of office equipment

October 1997 to January 1998

Preschool Teacher - Albuquerque Nursery School, Albuquerque, NM

Duties include teaching four-year old children, carrying out lesson plans

March 1997 to October 1997

Preschool Teacher - Bright Day Preschool, Albuquerque, NM

Duties include teaching, guiding, and caring for two-year old children; development and implementation of daily activity plans

Special Skills

Excellent organizational skills; detail oriented; ability to multi-task and work independently; effective communication with co-workers at all levels and with stakeholders; writing/editing skills; typing; fax/copy machine; multi line phone; proficient in Microsoft Word, Excel, Publisher, and Outlook; positive attitude and work ethic; dependable; trustworthy; creative; problem solving skills.

Licensed Foster Parent for NM Children Youth and Families Department from October 2014 to present. Training in early childhood development.

References

Available Upon Request

GENELLE E. GALLEGOS
518 SOUTH TENTH STREET BELEN, NM 87002
CELL PH (505) 410-3542
EMAIL: genellegallegos@hotmail.com
Genelle@lvfnm.org

EXPERIENCE

Home Care Service Coordinator

Providing Companionship and Emotional Support: Engaging in conversations and activities to prevent isolation. Offering emotional support and understanding. Promoting social interaction and participation in events. Communicating with clients and families about progress and concerns. Maintaining records of care provided. Safety and Emergency Procedures: Ensuring a safe and secure environment. Knowing and following emergency procedures.

Accounts & Receivables/Receptionist/Front Desk Personnel

I have worked in Behavioral Mental Health, Physical Therapy and Medical Office. As an Account Receivable Specialist, I have year and half. Medical Records, I have year and half experience. Receptionist, I have over 4 years. In Hotels in Front Desk/Night Auditing and General Manager, I have 4 years experience. Duties included: Entering PSR, billing Third Party Insurances, running reports, entering EOBs with reports, answering phones, making/canceling appointments, checking in/out customer/clients, scheduling, filing, payroll, typing, checking eligibility on insurances, collecting financial and demographics to create charts, transportation when needed, ordering supplies, taking payments, making sure everything balances (credit card, direct billing, cash, petty cash, and gas card receipts), and fixing minor computer problems that may occur.

Surveillance Supervisor/Operator

Responsibilities included coordinating, scheduling and overseeing work performed by subordinate employees, responsible for reviewing and submitting daily reports, responsible for reviewing shift reports and submitting an overview shift report on daily basis, training new agents on job requirements, duties and responsibilities, and ensuring the integrity of the casino and its employees.

EDUCATION

Associates Degree on Information Technology at UNM-VC

Certificates for each semester for either Director's List/Dean's List or Practicum-UNM-VC TRIO Center-Database Manager

Graduate from Parks College- Diploma in Data Entry/Word Processing

Graduate from PIMA Medical Institution-Certificate in Medical Secretary, Award in A Honor Roll, Certificates in Perfect Attendance and Internship was completed at PMG-Belen Presbyterian.

SKILLS

Over 20 years' experience in Customer Service, Knowledge of Office XP (including Word, Excel, Access, Anasazi and Epic, PowerPoint), Type 30 wpm, filing, Medical Terminology and Abbreviations, Knowledge of collecting, CPT and ICD-9 Coding, and have CPR/First Aide Certification.

REFERENCES Available upon request



Direct Care Provider

DIRECT CARE PROVIDER/CAREGIVER

DEPT/PROGRAM: Homecare

REPORTS TO: Homecare Service Coordinator

FLSA STATUS: Non Exempt

RANGE: Hourly \$17.50 to \$18.00

LAST REVISED: June 2025

POSITION SUMMARY: Provides housekeeping, meal preparation, non-medical personal care, and local transportation (shop, doctor appts., pick-up Rx's, pay bills) as per the individual service plan of the individual served.

DUTIES AND RESPONSIBILITIES / ESSENTIAL JOB FUNCTIONS:

1. Provide home management and maintenance including light housekeeping, make beds, change linens, wash dishes, laundry, and routine maintenance of the client's home.
2. Transport client to appointments if required by individual service plan and preform errands and shopping necessary for the maintenance of the client's home.
3. Provide assistance with personal hygiene to assure comfort, cleanliness, and appearance of the client.
4. Provide assistance with client's mobility to and from point "A" to point "B".
5. Assist in meal preparation and eating as determined by individual service plan or personal care plan.
6. Assist with self-administered medication, prompting and reminding only.
7. Be observant of the client's change in behaviors/actions and promptly report significant changes to the supervisor. All other observations should be documented.
8. Must maintain confidentiality in accordance with HIPAA, LVF Policy, state and federal law
9. Maintain current CPR/FA and other trainings/certifications as required.

OTHER JOB RESPONSIBILITIES:

- Complete and submit required paperwork in a timely manner.
- Perform other related duties as assigned by supervisor.

SUPERVISORY RESPONSIBILITIES: NONE

ROLE QUALIFICATIONS:

- Must have ability to work independently in the client's home.
- Must have ability to communicate and have clear boundaries with confidential client information.
- Must have basic home management; housekeeping, cooking, and documentation skills.
- Must successfully complete all required training courses and required annual training hours (CPR/FA, lifting and body mechanics, HIPPA, Incident management and all required trainings according to homecare program contracts).
- Must have a negative TB test.
- Must have an automobile at his/her disposal; a valid, non-suspended NM driver's license and a current automobile liability policy and continuous coverage.



Direct Care Provider

Experience Requirements

- Must have general experience in activities of daily living (ADL’S) and instrumental activities of daily living (IADL”s)

Other Knowledge, Skills and Abilities

- English/Spanish bilingual a plus.
- Organizational skills.
- Must have effective oral and written communication skills, and excellent interpersonal skills

WORKING CONDITIONS:

All services are provided in the client’s home; our goal is to prevent abuse, neglect, exploitation and premature institutionalization by providing in-home support necessary for clients to remain in their homes and live with dignity.

- The physical environment requires the employee to work primarily inside. Some noise and interruptions are present.
- Must be able to lift 50lbs and have full range of motion.
- Must pass a pre-employment background check
- No substantiation or criminal conviction of child abuse or neglect
- Travel within the local community.

ACKNOWLEDGEMENT:

This job description describes the general nature and level of work performed by an employee assigned to the role. It does not imply that these are the only duties and responsibilities assigned to the job. The employee may be required to perform other duties as requested by the Supervisor/Director. All requirements are subject to change over time.

Signed By:	Date:
<Signature>	<Month DD, YYYY>

I acknowledge that this job description is neither an employment contract nor a legal document and does not alter the employment at-will status. I have received, read, and understand the expectations for the successful performance of this job.

Signed By:	Date:
<Signature>	<Month DD, YYYY>

October 23, 2025

To Whom It May Concern,

I am writing to wholeheartedly recommend Genelle Gallegos for Home Care Services at La Vida Felicidad. While collaborating with her in my mother's home (Estela Trujillo), I have consistently admired her professionalism, dedication, and outstanding abilities.

Genelle started working for my mother and I on June 3, 2025, and continues to do so. She has provided hiring and supervision of caregivers, companionship, performing light housekeeping (including dusting furniture, cleaning mirrors, and vacuuming rooms), and watering bushes and fruit trees outdoors.

Genelle has shown outstanding abilities in communication, leadership, problem-solving and teamwork. She consistently completes tasks with accuracy and attention to detail. Her cheerful outlook and willingness to work together make her an asset to any team.

I am confident that Genelle Gallegos is a valuable addition to your organization. She brings both the technical ability and the personal integrity necessary for success. I recommend her without reservation.

Please feel free to contact me at opalccha@gmail.com or 505-715-2971 if you require any further information.

Sincerely,

Opal Chavez



Michelle Lujan Grisham, Governor

Emily Kaltenbach, Cabinet Secretary

Antoinette Vigil, Deputy Cabinet Secretary

Angelina Flores-Montoya Cabinet Secretary

October 27, 2025

To Whom It May Concern:

From: Edward I. Gould, Regional Manager

RE: Letter of Reference

I am writing this letter of reference at the request of Katie Otero, Quality Assurance Director for La Vida Felicidad. I am currently the NW Regional Manager for Adult Protective Services and have been for the past 7 years. During my tenure as RM, I have worked closely with Katie Otero and her team and have always found her and her team to be responsive to our needs as a protective entity. We have recently made some changes to our processes and have remained steadfast with the services that they provide to the population that we serve. Katie and her team are responsive and participate in Bi-monthly contractor meetings with APS. I have found that the Team at La Vida Felicidad is always willing to dialogue and team up for difficult situations. Our Team at APS has made several referrals to La Vida Felicidad over the years and have always found them to be great communicators and very responsive to our client's needs. La Vida Felicidad is always willing to team up and are a cornerstone of this community, often engaging in other community events and serving other populations within our great community. I would without reservation recommend the Team at La Vida Felicidad for any type of service contract as I can speak from experience that they have proven to be a leader in their industry and very trusted partners. If you have any questions, please feel free to contact me: Edward I. Gould, RM 505-205-5966

Sincerely

A handwritten signature in cursive script that reads "Edward I. Gould".

Edward I. Gould, RM
Adult Protective Services

Kim Caldwell

Date: October 22, 2025

To Whom It May Concern,

I am writing this letter to highly recommend **Genelle Gallegos** from **La Vida Felicidad** for her exceptional care and compassion in providing elder care for my mother, **Alice Duquet**.

Genelle began caring for my mother in **July 2025** and continued through **present date**. Throughout this period, she consistently demonstrated professionalism, patience, and genuine kindness. She approached my mother's care with respect and empathy, always ensuring that Alice's comfort, dignity, and well-being came first. Genelle took the time to understand my mother's individual needs and personality, creating a calm and trusting environment that greatly improved my mother's quality of life.

Genelle's reliability and dedication were evident in everything she did. She maintained clear communication with our family, was punctual and dependable, and consistently went above and beyond her duties. Whether it was assisting with daily routines, providing companionship, or handling unexpected challenges, Genelle did it all with warmth and grace.

Our family is deeply grateful for the care and compassion Genelle provided over these three years. I would wholeheartedly recommend her to any family seeking a caregiver who is not only skilled and dependable, but also truly caring and trustworthy.

If you have any questions or would like to discuss her qualifications further, please feel free to contact me at 970-778-5210 or dromomania64@msn.com.

Sincerely,

Kim Caldwell

APPENDIX A COST PROPOSAL SERVICE RATE

Identify the per unit (hour) reimbursement rate for services to be provided, and any maximum and minimum number of units per year.

Rate shall include any applicable gross receipts taxes, overhead and profits and shall constitute full and complete compensation for the successful Offeror's services under this proposal. If separate rates are required for services based on factors such as service location in Bernalillo County, service type or other factors, please identify each rate and explain in the Service Rate Justification section.

SERVICE CATEGORY	RATE(S) PER HOUR	SERVICE BLOCK TO PROVIDE SERVICES	
		Max. # of Hours per Year Proposed	Min. # of Hours per Year Proposed
~~Homemaker/Personal~~ Care/Respite Services	32.79	2,652	1,560

- A. Days services are available (i.e. Monday-Sunday) Monday-Sunday
- B. Hours services are available 7:00 am to 7:00 pm

SERVICE RATE JUSTIFICATION

Provide a Service Rate Justification for each Service Rate identified. The intent of the justification is to identify the cost breakdown basis used in establishing the reimbursement rate with respect to services proposed. Include the rationale used in developing cost components noted in Part 2 Section 2.3 Cost Proposal. Provide a cost breakdown for the activities described in Part 3 Scope of Services indicating the cost of pricing details by task if applicable. Additionally, indicate how the reimbursement rate proposed is necessary and reasonable to accomplish the Scope of Services.

Time associated with arranging for services or monitoring client progress is not billable as service hours. Costs associated with arranging for services or monitoring client progress should be included in the unit cost for services.

La Vida Felicidad, Inc.
Cost Proposal: Respite Services

Rate Details:	\$ 32.79
Payroll – Direct Care Staff	\$ 18.00
Payroll – Administration	\$ 3.25
Payroll – Taxes & Benefits	\$ 9.35
All other Operating Costs	\$ 2.19

Project Budget Detail Form - Personnel				
Number of FTE on Project	Position Title	Annual Salary	Amount Requested	Percent Requested
0.01	Quality Assurance Director	80,000	880	1%
0.01	Homecare Service Coordinator	44,000	6,600	15%
0.01	Billing Coordinator	46,800	936	2%
0.01	Human Resources Manager	60,000	120	0.2%
0.01	Payroll Specialist	46,800	94	0.2%
16.00	Direct Care Staff	47,736	47,736	100%
Salaries and Wages this Page		325,336	56,366	17%
Payroll Taxes and Employee Benefits		143,147	24,801	17%
Total Personnel Costs		468,483	81,167	17%

Purchased Material, Unit Costs, and Quantities			
Materials	Unit Costs	Quantities	Total
Direct Care Staff Gloves	\$35.00	3	\$105
Classification Folders	\$32.56	2	\$65
Paper for Billing Sheets/Service Notes	\$50.00	3	\$150
Total Materials			\$320

La Vida Felicidad, Inc.
Cost Proposal-Expense Summary Form: Respite Services

	Project Total
DIRECT COSTS	
Personnel Costs	
Salaries & Wages	56,366
Payroll Taxes & Wages	24,801
Total Personnel Costs	81,167
Operating Costs	
Advertising (Staffing)	77
Audit Costs	154
Background Checks	198
Conferences, Meetings, Trainings, Etc.	264
Consumable Supplies (Gloves, folders, paper)	320
Drug Testing	176
Equipment Lease/Purchase	44
Liability Insurance	660
Marketing	440
Occupancy	
A. Rent	
B. Utilities	110
C. Other	
Postage, Shipping	22
Telephone	1,100
Travel	
a. Local Travel	1,100
b. Out of Town Travel	
Vehicle Expenses	55
Total Operating	4,720
TOTAL DIRECT COSTS	85,887
INDIRECT COSTS	
Repair/Maintenance, operating expenses, office supplies, and other expenses utilized by administrative personnel	1,100
Total Project Expenses	86,987

SERVICE RATE JUSTIFICATION

Hours of service per year proposed (*maximum & minimum*):

La Vida Felicidad currently has 4 caregivers supporting our City of Albuquerque respite services contract. It was estimated that an additional 2 caregivers would be needed to be able to accept more referrals and help clear the wait-list. La Vida currently serves 14 clients with an average of 3 hours per week of service per client at \$18 per hour for each caregiver. $14 \times 3 \times 52 = 2,184$ hours per year. We are estimating the maximum amount of hours once we hire more caregivers to be 2,652 (17 clients) $17 \times 3 \times 52 = 2,652$; $2,652 \text{ hours} \times \$18/\text{hour} = \$47,736$, the amount of direct care staff salaries entered on the cost proposal. The minimum amount of hours is set at 1,560 (10 clients), $10 \times 3 \times 52 = 1,560$.

Project Detail Budget Form – Personnel:

Actual salaries were used based on the maximum number of clients served. FTE was calculated based on percentage of time supporting the program. Payroll taxes and benefit costs are actual costs, allocated by FTE.

Purchased Materials, Unit Costs, and Quantities:

These items were calculated based on historical usage and costs. Additional quantities were estimated for increased services.

Rate Detail Calculations:

Direct Care Staff – actual rate of pay per hours which is calculated at \$18.00

Administration Payroll – amount requested for all admin salaries divided by maximum amount of hours. $\$8,630 / 2,652 \text{ hours} = \$3.254$

Payroll Taxes & Benefits – amount requested divided by maximum hours of service. $\$24,801 / 2,652 = \$9.351$

All other Operating Costs – Includes total material plus administrative overhead allocation to City of Albuquerque program minus the admin salaries calculated above. Estimated annual overhead and materials - $\$5,820 / 2,652 \text{ hours} = \$2.194$

Direct Care Staff = \$18.00

Admin Payroll = \$3.254

Payroll Taxes & Benefits = \$9.351

All other Operating Costs = \$2.194

Total Rate Request: \$32.79

SECTION ONE: TECHNICAL PROPOSAL – C. Respite Services

2.1.1 Offeror Identification:

State the name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar matter. Include name, email address and telephone number of person(s) in your organization authorized to execute the contract resulting from this RFP. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement to the Required Contract Terms, state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

La Vida Felicidad Inc. is a non-profit corporation. La Vida Felicidad, Inc. does not use subcontractors in our Homecare program.

La Vida Felicidad's main office location is located 1051 Huning Ranch East Loop SW in Los Lunas, New Mexico (this is where our Homecare program staff are located). We also have three other office locations: 530 Sun Ranch Village Road, Los Lunas, NM; 514 Park Street, Socorro, NM; and 833 Roosevelt Ave., Grants, NM. Our mailing address is P.O. Box 2040, Los Lunas, NM 87031.

Adria Jaramillo, Chief Executive Officer, is authorized to execute the Draft Agreement; her phone number is 505-865-4651, email address is adria@lvfnm.org.

La Vida Felicidad, Inc. assures that we are in compliance with all laws stated within the City of Albuquerque Request for Proposals, Solicitation Number RFP-2025-727-YFS-FS.

La Vida Felicidad, Inc. is in agreement with the Required Contract Terms set forth in section 1.11 of the City of Albuquerque Request for Proposals, Solicitation Number RFP-2025-727-YFS-FS, with no exceptions.

La Vida Felicidad, Inc. will carry the insurance specified.

2.1.2 Experience:

2.1.2.1 Current Experience: State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

La Vida has been providing Homemaker, Personal Care and Respite services since 1992. In our home care services, the service components provided allow the clients to maintain independence in their home environments through the provision of household and personal care services that the clients can no longer perform, thereby reducing the risk of premature institutionalization.

Adria Jaramillo, Chief Executive Officer, has been with La Vida Felicidad since 2004. She was hired as a Developmental Specialist/Family Service Coordinator in our Early Intervention program and later was promoted to Co-Director of the program. Adria became La Vida's Director of Outreach and Development in 2014 and then Chief Executive Officer in 2019. Adria has several years of experience in upper management, supporting programs that provide services to children and adults with disabilities. Adria holds a bachelor's degree in communication. She oversees service compliance and works with the program manager and Quality Assurance Director in program planning and development. See **attached resume**.

Katie Otero is the Quality Assurance Director at La Vida and has been employed with La Vida since 2002. During this time, she has had oversight of all agency program funding contracts and licenses. Katie has worked directly with the Homecare program in assisting with oversight for the past nine years. See **attached resume**.

Genelle Gallegos is the Homecare Service Coordinator who first came to La Vida in 2017 as a direct support staff in our Customized Community Supports program working with individuals with developmental disabilities. In June 2025 she began working in the Homecare program as a caregiver then in July 2025 Genelle was hired as the Service Coordinator. Genelle has over 10 years of experience working directly with adults and seniors with disabilities who needed assistance with activities of daily living. At La Vida, Genelle is the direct supervisor of the caregivers who provide services in Bernalillo County. She checks in frequently with the caregivers and holds each one of them accountable in making sure visits are not missed, in communicating with her regarding any changes or issues going on with the clients, and in making sure they follow all training requirements. See **attached resume**.

Caregivers must be dependable, responsible, caring, and trustworthy since they work without direct supervision in the client's home. Although based in the field, caregivers are in frequent contact with the program Service Coordinator. They understand the issues related to senior care such as dementia, mental health, hoarding, depression, decline in health, and lack of family support. Caregivers are trained to identify and inform their supervisor of any changes in the client's condition, or of worsening conditions in the client's home. See **job description**.

2.1.2.2 Past Experience: Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a letter of reference for each regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

La Vida has been providing homemaker, respite, and personal care services to persons over 60 years of age under a contract with City of Albuquerque, Area Agency on Aging from 2006 - 2025. In fiscal year 2025 we provided services to 51 clients. We work closely with Theresa Smith, Program Specialist for the City of Albuquerque/Bernalillo County AAA Program, phone: 505-768-2078. We are attaching a **reference letter from client Estella Trujillo and daughter Opal Chavez** who cares for her mother. Phone 505-715-2971.

La Vida has provided homecare, personal care, and chore services to at-risk adults under a contract with the State of New Mexico's Aging and Long-Term Services Department (ALTSD) from 1993-2025. These services are provided in Bernalillo, Valencia, and Socorro Counties of New Mexico. The purpose of this program is to assist in preventing abuse, neglect, and exploitation of elderly and/or disabled adults and to meet client needs in aging well at home thereby reducing the incidence of institutionalization and nursing home placement. All referrals come from NM Adult Protective Services. In fiscal year 2025 we provided services to 5 seniors. Please see attached **reference letter from Edward Gould, Adult Protective Services NW Regional Manager**, phone: 505-866-2381.

In 2015 La Vida began our Su Casa Personal Assistance Services program which is a private pay service designed for individuals who do not qualify for our other, contracted homecare services. With Su Casa, individuals can customize their service plans according to their needs and desires. Services offered include Home Assistance services (cleaning, organizing, home maintenance), Companionship, Respite for family caregivers, Transportation, and more. In fiscal year 2025 we provided services to 16 individuals, 15 of whom were seniors. We are **attaching a reference letter from the daughter of a client who receives services in this program, Alice Duquet**. Alice receives care in both Valencia and Socorro Counties as she shares her time between two daughters. Alice/Kim's phone number is 970-778-5210.

2.1.3 Need for Program:

Briefly but clearly describe your organization's understanding of the eligible population, relevant conditions in their community and their needs to be addressed by the service or program. Include gaps and overlaps in services, and how this program will alleviate those gaps and/or overlaps. Include a rationale for the overall need for the service. Include current socio-economic factors and how the service fits with City programming priorities. Include information from any needs assessment process.

The purpose of La Vida's homecare program is to assist in preventing abuse, neglect, and exploitation of elderly and/or disabled adults and to meet client needs in aging well at home thereby reducing the incidence of institutionalization and nursing home placement. Our main goal is to help clients who wish to remain in their own homes as long as possible, to do so, and in our experience a minimum of homecare/personal care service hours while providing respite to a family caregiver, prevents/postpones nursing home placement and enhances their quality of life. La Vida's homecare mission is in line with the Department of Senior Affairs' focus on helping "seniors live with dignity, stay healthy, and engage with their community".

According to the New Mexico Aging and Long-Term Services Department State Plan on Aging for 2025-2029, New Mexico ranks 13th in the nation for the percentage of people age 65 and older. 75% of older adults in New Mexico want to age in place, in their own homes. It is estimated that the 65+ population will grow 122% by 2030 to 475,687 from 391,207 in 2020. From 2010 to 2020, New Mexico's total population increased by 3% while the population of people over age 65 increased by 44%. The number of adults age 85 and older are projected to

more than double from 2020 to 2040 according to the University of New Mexico. Additionally, New Mexico has the 7th lowest life expectancy in the United States with an average age of 74.5 years; 2.5 lower than the average life expectancy nationwide.

For many seniors, it becomes more and more difficult to live at home, especially if they do not have any family or community support. With a decrease in their activities of daily living and worsening medical conditions, they are unable to keep their home clean, free of trip hazards, care for their own hygiene, or be able to access transportation or medications. They might not have anyone to check in on them, which is very dangerous if they have a fall. With even limited homemaker and personal care provided through respite services, seniors can stay in their homes longer knowing someone will be there to check on them, keep their home safe and assist them in taking a bath without worrying about falling. They must then rely on someone else which often falls upon an adult child. In our experience providing respite services, it is usually left upon one of the adult children to take this responsibility and though it is rewarding to them, it causes a lot of stress for the family caregiver.

According to the US Census Bureau data in the University of New Mexico's New Mexico Older Adult Needs Assessment published in September 2024, the percentage of older adults living below the poverty line and those relying on SNAP benefits has grown to an estimated 16.4% in NM. The statewide poverty rate for adults over 65 has increased to 12.2% . The Planning & Service Area 1, which is Bernalillo County, (PSA1) experienced the largest increase in older adult households with incomes below 200% of poverty. Approximately 38% of adults 65+ live with a disability in NM. In PSA 1, there was an increase in older adults with disabilities of 5,189 between 2017 and 2022. In PSA1-4, Bernalillo County and Non-Metro Areas, 67.5% to 76.6% of older adults identify as White, 33.4 to 37% identify as Hispanic or Latino, and Native American representation is low compared to statewide. In looking at the statewide household type between 2018-2022, 44.3% of older adults 65+ live alone in NM, an increase of 12% between 2017 and 2022. In PSA1 and PSA2, 69.5% of older adults live alone.

According to the Alzheimer's Association/New Mexico Chapter, there are 46,000 people in New Mexico are suffering from Alzheimer's disease or related disorders. There are 67,000 unpaid family caregivers in New Mexico caring for someone with dementia and of those, 64.8% have chronic health conditions, 31.3% suffer from depression, and 12.6% have poor physical health. Respite services provided through La Vida Felicidad's Homecare services would help alleviate this stress for caregivers who need a break.

The 2024 Feeding America report on Food Insecurity Among Seniors and Older Adults states that one in eleven seniors experience food insecurity and seniors with a disability had food insecurity rates over twice the rate of seniors without a disability. As seniors age, they may develop health problems that make accessing groceries and cooking more difficult. Additionally, prices for food have reached historically high levels. Programs that were expanded during the COVID pandemic have been reduced or eliminated. The Roadrunner Food Bank of New Mexico reports that 21% of the population they serve are age 60 and older. In food insecure seniors, the rates of diabetes and high blood pressure were much higher than the rest

of the population: 73% of seniors have high blood pressure compared to 50% of adults younger than 60 and 46% of seniors have diabetes compared to 33% of adults younger than 60. People with food insecurity often must choose between purchasing food or paying for medical care, housing, utilities, or transportation. La Vida Felicidad's respite services can make a significant difference for seniors. Not only are our caregivers able to keep their homes clean and safe while they are providing respite, but we can locate and pick up food boxes, prepare nutritious meals, pick up groceries, and ensure that seniors are accessing other resources such as home delivered meals.

La Vida has not experienced overlap in services for clients. While some clients are receiving additional home health care services, often times through a hospice program, they are not receiving the type of home care services offered through the Home Care program. At no time is a home care provider to be doing duplicative services being provided by another agency unless the individual is in need of hours outside of what either agencies contract is able to provide. In this case, the services may not overlap (2 different agencies in the home at the same time) but must be independent of each other to meet the client's needs (such as meal preparation on different days).

2.1.4 Best Practices:

[Describe proven approaches, research and/or best practice information applied to the development of this service or program.](#)

An ever-growing social concern within the U.S. and other places is supporting older adults who want to continue living independently as opposed to moving to an institutional care setting. The term for this is often called "aging in place". "Older people want choices about where and how they age in place. "Aging in place" was seen as an advantage in terms of a sense of attachment or connection and feelings of security and familiarity in relation to both homes and communities. Aging in place related to a sense of identity both through independence and autonomy and through caring relationships and roles in the places people live." The Gerontologist, Volume 52, Issue 3, 1 June 2012

"The "graying" of the baby boom generation, whose members began to turn 50 years old in 1996, will drive future caregiver needs and caregiving solutions. Baby boomers are projected to live longer than any previous generation, and the number of people aged 65 years or older is expected to double between 2000 and 2030. Elderly people will also increase as a proportion of the population, and people aged older than 85 years will be the fastest growing segment of that group. Other dynamics within the older population suggest more intensive caregiving demands as well. For example, today's increased life expectancies mean that many 65-year-olds will be caring for their 90-year-old parents.

The joint National Alliance for Caregiving and AARP study defined 5 levels of caregiving. "Level 1" caregivers devoted relatively few hours each week (a mean of 3.5) to providing care and provided no care in the form of help with activities of daily living (ADLs). "Level 5" caregivers

were those with the heaviest burden (a mean of 87.2 hours per week), providing help with at least 2 ADLs and more than 40 hours of care each week.

Intensity of care provided predicted a number of problems related to health. For example, 35% of level 5 caregivers reported their health as fair or poor, compared with 12% of level 1 caregivers. Also, level 5 caregivers were more likely to report significant physical strain than were level 1 caregivers (46% vs 3%). Finally, level 5 caregivers were 4 times more likely than were level 1 caregivers to report significant emotional strain. “(Framing the Public Health of Caregiving Talley PhD, MPH, and Crews PA)

The research shows that as individuals age and the need for care increases, the burden can be reduced by social support from local communities through programs that allow for some relief for the family caregiver or that provides care when an individual is without family. Research has indicated that an individual’s well-being can be sustained longer when they remain in their community. This allows for the individual to have familiar surroundings such as the same grocery store, pharmacy, parks, friends, etc. Community plays an important role in reducing isolation and depression for the elderly. *“Over the past 30 years, policy makers and professionals who provide services to older adults with chronic conditions and impairments, as well as researchers, have placed greater emphasis on conceptualizing aging in place as an attainable and worthwhile goal. With respect to the environment, aging in place has two prongs: aging in place in the home and in other structured settings in the community. While the definition of “home” varies (e.g., single or multiple family home) and continues to remain an essential component of aging in place, increasing attention has highlighted the importance of community care as a means to either support aging in place or as an initial step in fostering the goal of aging at home”* Journal of Aging Research Volume 2012, Article ID 120952 Aging in Place: Evolution of a Research Topic Whose Time Has Come: Sarinnapha Vasunilashorn, Bernard A. Steinman, Phoebe S. Liebig, and Jon Pynoos

2.1.5 Proposed Approach to Tasks:

Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services.

In our home care services, the service components provided allow clients to maintain their independence in their home through the provision of household services that the clients can no longer perform for themselves, reducing the risk of premature institutionalization and to provide relief to family caregivers. The services focus on assisting the client to maintain a healthy and safe lifestyle and correlate to the activities or chores that the client can no longer perform as well as support them in the acquisition of skills and/or community resources. The following are the specifics on how La Vida’s homecare program operates:

Respite Care: Caregivers provide homemaker and personal care services to clients with Respite Care on their ISP, specifically to provide relief to family caregivers. In addition, caregivers provide companionship, emotional support, and supervision to clients during the time they are in their home. Caregivers must provide services according to the days and times identified on the client’s Individual Service Plan (ISP). This may include services needed to keep the home clean and safe such as laundry, changing linens, washing dishes, vacuuming, dusting, mopping,

wiping/scrubbing down the bathroom, kitchen, and appliances, removing trash, washing inside windows, and assisting with menu planning. Caregivers encourage the client to assist with daily living activities as they are able, so the client is not totally dependent on the caregiver and can maintain their tasks when caregiver or family members are not there to assist. La Vida's caregivers can help clients in getting food boxes or locating other resources for any of their needs. Caregivers provide personal care services according to the client's needs outlined in the ISP. This may include assistance with personal hygiene—bathing, grooming, dressing, toileting, oral care, nail care, skin care; assistance with mobility or devices to aid movement around the home; transferring, turning and positioning; medication reminders; and monitoring specific nutritional needs to include meal preparation. The caregivers monitor the client's health and take note of any changes in the client's condition. If there is a decline in health or a concern, the caregiver will inform their supervisor as well as document this on the service note.

2.1.6 Management Summary:

Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

Adria Jaramillo, Chief Executive Officer, is responsible for oversight of Homecare services at La Vida and is the person authorized to execute agency contracts and agreements. Katie Otero, Quality Assurance Director is responsible for making sure all services are provided as required in the City of Albuquerque Scope of Services and works directly with the Department of Senior Affairs/Case Management agency on all referrals made and works collaboratively to ensure that thorough processes are followed throughout the assessment, intake and enrollment process. Katie tracks client satisfaction through the annual satisfaction surveys and collaborates with the Chief Executive Officer to ensure that all required components in the City of Albuquerque contract are being met. She ensures compliance with caregiver training requirements, compliance with client file requirements, and assists with quarterly caregiver training. Katie receives monthly budget reports and reviews contract utilization with the Director of Finance and Administration, Gina Newman. Genelle Gallegos, Homecare Service Coordinator, works very closely with caregivers and communicates often with clients, making sure services are going well and that their caregiver is a good match and meets their needs. She also works to locate community resources for clients as needed.

When necessary, we draw upon other La Vida personnel to assist as needed to ensure the best match possible. We have employees who are personal service assistants in our Su Casa program that we can use when necessary to meet specific needs or to help as a substitute should the situation arise. Genelle also fills in to provide direct services if a substitute is needed and another caregiver is not available. We want to ensure services are completed for clients and needs are being met according to contract compliance and the individuals plan of service.

2.1.7 Monitoring and Evaluation Plans:

Discuss approach to monitoring and evaluating service delivery and client satisfaction.

La Vida's Homecare Service Coordinator monitors service delivery by communicating frequently with caregivers as well as by reviewing the caregiver Service Notes twice per month. In these service notes, the caregiver notates all the tasks they completed for each date of service along with the time spent in the home. For each date, the client is required to read the note and sign off that they agree with the services performed, this is done before the caregiver leaves for the day. The Service Coordinator verifies that all services written in the client's Individual Service Plan are being provided.

The Quality Assurance (QA) Director has direct oversight of the Homecare program. The QA Director reviews client files to ensure that all required documentation is complete and correct; this includes a review of billing sheets/service notes turned in by caregivers to ensure that the scheduled hours of services have been provided and that the services match what is in the client's plan. The QA Director tracks caregiver training to ensure that all required classes are current and that the annual hours are being met. Additionally, La Vida has implemented a comprehensive strategic planning process, ***Focus on Excellence***. This process is driven by our agency's mission, vision and values and includes the development of numerous outcomes, measures, and data collection. It was implemented with input from stakeholders including staff, Board of Directors, individuals receiving services and family, and is assessed for outcome attainment on a monthly basis. Managers must track an array of measurements and submit data to the QA Director monthly. The QA Director then generates a report that the Leadership Team reviews. Corrective action must be written and implemented for any measures that do not meet the target. Some measures relating to the Homecare program include: % of staff who are in compliance with required training/hours; % of newly enrolled clients who began services within the required number of days from referral; and % of overall satisfaction ratings on client satisfaction surveys.

La Vida assesses client/family satisfaction through the annual satisfaction surveys distributed to all homecare clients. The QA Director is responsible for distributing the surveys and for reviewing all results and comments. The QA Director compiles the results of all surveys into a single report with the percentages of satisfaction for each question and with all comments combined. This report is then sent out to the Chief Executive Officer for review. If satisfaction has decreased as compared to the results of the prior two years, the QA Director must complete a corrective action plan. The QA Director then ensures that the corrective action written is implemented. Feedback received on client satisfaction surveys is very important as it helps drive our strategic planning goals for the next five years. It helps us to design goals in improving services and maximize our resources.

2.1.8 Service Delivery, staff training and recordkeeping requirements:

[Provide your approach to service delivery, staff training, and recordkeeping requirements.](#)

SERVICE DELIVERY: When a referral is received on Wellsky, the Quality Assurance Director responds in the database that the referral has been received, and the intake will be scheduled. The referral is then given to the program Service Coordinator. During the initial intake, the Service Coordinator refers to the Care Plan/Level of Care on the Referral Form, then uses an

additional Assessment form to gain more information on the client's strengths and limitations from the client or the client's support system/family members. This tool identifies which Activities of Daily Living (ADL's) and Instrumental Activities of Daily Living (IADL's) the client can do independently and which they need assistance with such as bathing and hygiene, managing medication, or meal preparation, or doing laundry, for example. The Service Coordinator then develops a comprehensive Individual Service Plan based on the client's strengths as well as functional limitations identified, which outlines services that will be provided. The Service Coordinator also becomes familiar with the client's likes and dislikes during intake in order to match them with a compatible caregiver.

Once the intake is completed, the Service Coordinator identifies the caregiver who will match best to the new client and contacts that caregiver to review the client information. Most of the communities we serve have a high Hispanic population, and La Vida has excellent staff capacity to communicate effectively to families who are monolingual Spanish. We work to assure that the staff who is matched with the client is a person with a compatible background and appropriate fit for the client. Staff must respect the values, culture, and lifestyle of each client.

STAFF TRAINING: All caregivers must meet requirements and qualifications requested by the agency to be a caregiver. Prior to new hire orientation, Human Resources conducts the Consolidated Online Registry background check, the National Sex Offenders public website background check, and the NM Courts criminal background check. During new hire orientation, Human Resources initiates the NM Department of Health Caregivers Criminal History Screening background check and initiates the NM Department of Public Safety criminal history background check. Human Resources then conducts new employee reference checks. This documentation confirming that the employee is cleared of any criminal activity, is maintained in the employee's personnel file.

During new hire orientation, Human Resources reviews agency policies, procedures, and the employee handbook and the employee completes the following training: confidentiality/HIPAA; reporting of abuse, neglect, and exploitation; defensive driving; universal precautions and blood borne pathogens; fire extinguisher training; lifting and transferring; harassment and bullying in the workplace; sexual harassment; diversity in the workplace; and ethics in the workplace. The new employee then meets with the Homecare Service Coordinator to review the Caregiver Rules of Conduct, proper documentation, and review the service plans of the clients the caregiver will see.

The employee then must complete additional training to total no less than 10 hours in the first year of employment to include CPR/First Aid and training relating to caring for individuals with Alzheimer's disease and dementia. 10 hours of training must be completed by all caregivers on an annual basis. Training is offered during our mandatory quarterly caregiver meetings during which time we also discuss any issues or concerns the caregivers are having, specific needs of clients, topics caregivers would like training in, and a review of program policies and procedures. We have a representative from Adult Protective Services come into our meetings once a year to train caregivers on recognizing signs of abuse, neglect, and exploitation as well

as reporting. We offer online training to caregivers and we also encourage them to attend conferences including the annual New Mexico Conference on Aging.

The Service Coordinator directly supervises all caregivers and communicates with them frequently to ensure that services are being provided each week as scheduled and that all new referrals begin services within the required timeline of 2-4 working days from the date of referral. The Quality Assurance Director contacts the referring Case Manager via Activities and Referrals in Wellsky to let them know that services have begun. If there is a delay in the initiation of services (i.e. the person referred is not home, hospitalized, or cannot be contacted to conduct the intake), the Quality Assurance Director will communicate with the referring Case Manager in the same way to keep them updated of our attempts to begin services as soon as possible. La Vida understands the importance and urgency in beginning services within the required timelines.

RECORDKEEPING REQUIREMENTS: Once a new client intake is completed, the Service Coordinator creates a client file and enters the client information into our homecare spreadsheet. The Service Coordinator is responsible for maintaining client files which include client referral and contact information, assessment, service plan, release forms, and billing sheets and service notes. Each time the caregiver provides services, they must detail what they did on a service note and the client must sign off on this note at the end of each visit. The Service Coordinator is then able to verify that services provided match what is outlined in the client's ISP.

After the Service Coordinator reviews all billing sheets and service notes and signs off on them, verifying that they are complete and accurate, these documents are given to the Billing/Payroll Specialist. The Billing/Payroll Specialist enters the hours provided for each date into Wellsky on a monthly basis. The Billing/Payroll Specialist maintains all billing records according to the agency retention schedule.

2.1.9 Limitations:

[Document any limitations regarding service delivery including any limitations to serving clients in any geographic area of Bernalillo County.](#)

In the past, La Vida Felicidad, Inc. has primarily served the South Valley area of Albuquerque under the City of Albuquerque/AAA Contract, but we would be able to provide respite services anywhere within the Albuquerque City limits.

La Vida Felicidad, Inc.

Homemaker, Personal Care and Respite Services
City of Albuquerque RFP-2025-727-YFS-FS

Technical Proposal Attachments:

- Chief Executive Officer Resume
- Quality Assurance Director Resume
- Homecare Service Coordinator Resume
- Direct Care Provider (Caregiver) Job Description
- Reference Letter from client #1
- Reference Letter from Adult Protective Services
- Reference Letter from client #2

ADRIA N. JARAMILLO

1962 Cerro Crest Court
Los Lunas, NM 87031 duranaj2217@yahoo.com
(505) 550-1205

Objective

To lead a strategic team that is committed to creating impact and making meaningful connections in the community.

Education

Bachelor of Arts in Communication

August-1999 to May-2004 University of New Mexico Albuquerque, NM

Related course work includes public speaking, intercultural communication, marketing communication, mass communications, leadership, business and professional speaking seminars. All Microsoft office products.

High School Diploma

August-1995 to May-1999 Los Lunas High School Los Lunas, NM

Work Experience

Chief Executive Officer

Los Lunas, NM

October 2019 to Present La Vida Felicidad

- ✦ Oversees all agency programs and services in the six NM counties served (Valencia, Bernalillo, Cibola, Socorro, San Juan, and McKinley).
- ✦ Responsible for the agency long-range plans, major projects and expenditures, corporate and legal issues and day to day operations of the organization.
- ✦ Write, edit, and create new administrative policies and procedures for the Board of Directors consideration and oversee existing policies and procedures.
- ✦ Directs, evaluates and supervises the progress of all program components and implements any changes indicated by continuous steady evaluation of the programs and needs of the communities. N
- ✦ Responsible for ongoing budget analysis and control.
- ✦ Secures professional funding and technical resources to support all programs.
- ✦ Responsible for researching and writing grants for all programs and services.
- ✦ Manages all marketing and outreach efforts for the organization.
- ✦ Manages all fundraising initiatives including special events, fundraisers and through private donors.
- ✦ Actively promotes agency services, programs, mission statement and philosophy through outreach initiatives, community partnerships and advocacy at a state-level.
- ✦ Represents organization on committees on both a local and state-wide level.
- ✦ Presents financial and programmatic information to Board of Directors.
- ✦ Oversees Human Resources and creates and implements policies, procedures and best practices for the organization.
- ✦ Mitigate agency liability in all areas.
- ✦ Leads the agency in the provision of person-centered services and community inclusion.

- ✦ Oversees and ensures that services are provided with highest ethics and keeping with agency's values and best practices.
- ✦ Must maintain confidentiality in accordance with HIPAA, LVF policy and state and federal law.

Director of Outreach and Development

Los Lunas, NM

October 2014 to Present La Vida Felicidad, Inc.

- ✦ Responsible for the implementation of organization's strategic marketing and outreach initiatives.
- ✦ Serves as community liaison for organization across five New Mexico counties.
- ✦ Actively evaluates and contributes to agency's decision-making practices and protocols.
- ✦ Contributes to the creation and implementation of organization's policies and procedures.
- ✦ As a member of the agency's Director Team holds the responsibility to assess and evaluate fiscal health of the organization and continuously evaluate program operations and needs.
- ✦ Responsible for evaluating effectiveness of organization's operations and practices and work amongst Director Team to identify alternatives.
- ✦ Works with Human Resources in the advertising and recruitment of personnel.
- ✦ Represents organization on community and state-wide committees and initiatives.
- ✦ Identifies and maintains strategic relationships with key community and corporate stakeholders to generate donors and revenue for all programs.
- ✦ Creates marketing materials and manages all social media platforms to connect and engage community in programs and services.
- ✦ Responsible for proposal development and special project implementation.
- ✦ Organizes and conducts capacity building events and activities for staff and clients.
- ✦ Successfully organizes and manages all fundraising and campaign initiatives.
- ✦ Leads grant writing efforts and provides support with contract oversight and compliance.
- ✦ Prepares expense reports, project budgets and purchase requisitions.
- ✦ Maintains open communication with Board of Directors to discuss, brainstorm and forecast the future of the organization.

Co-Director of Early Childhood Services

November-2010 to 2014 La Vida Felicidad

Los Lunas, NM

- ✦ Responsible for the day to day administration of the Early Intervention and Child Care Programs.
- ✦ Managed all aspects of recruiting process including screening, interviewing and selecting candidates.
- ✦ Supervised a program with a staff of 25 including service coordinators, therapists and home visitors in two different counties.
- ✦ Ensured consistent delivery of quality services and provided accurate reporting on all aspect of program operation.
- ✦ Established new partnerships within both Valencia and Cibola County to increase referrals for services.
- ✦ Evaluated and assessed systems and protocols in efforts to streamline processes that supported the effectiveness of services and staff's time.
- ✦ Provided monthly reflective supervision to staff.
- ✦ Organized and facilitated staff development trainings to ensure program and contract compliance.
- ✦ Responsible for organizing and conducting capacity building training and activities for staff.
- ✦ Conducted community presentations to generate referrals and increase community awareness of organization.
- ✦ Managed program's budget, expenses and contract compliance.

Lead Service Coordinator/Developmental Specialist II

May-2010 to November-2010 La Vida Felicidad

Los Lunas, NM

- ✦ Responsible for program management in absence of Early Childhood Services Director.
- ✦ Provided in-home case management for families of children in the early intervention program.
- ✦ Conducted evaluation and assessment for children accessing their development.
- ✦ Served as program liaison for transition team meetings with the public schools, NM Family Infant Toddler Program and Head start.
- ✦ Built strong rapport with other community organizations to ensure smooth transition of services for children and families.
- ✦ Connected families to valuable resources and needed services.

Service Coordinator/Developmental Specialist II

October-2004 to May 2010 La Vida Felicidad

Los Lunas, NM

- ✦ Coordinated evaluations and assessments to determine program eligibility for families.
- ✦ Facilitated in the development and execution of Family Service Plans based on the child's and families' needs.
- ✦ Identifies and coordinated community resources for families.
- ✦ Provided monthly home visits to families working on child development activities, therapeutic supports and parent training.

Legal Assistant

April-2002 to October-2004 Law Offices of Miguel P. Campos

Albuquerque, NM ✦ Assisted

- with the management and day to day operations of law office.
- ✦ Responsible for the day to day operations of the legal office.
- ✦ Provided legal research, document preparation and filing of documents in both district and county court.
- ✦ Worked closely with paralegals and attorneys on specific cases as needed.
- ✦ Created billing systems and implemented processes that supported the functionality of the business.
- ✦ Provided administrative assistance including data entry, transcription of documents and filing.

Skills

- ✦ Ability to work independently on strategic issues and create innovative projects that benefit the organization.
- ✦ Works well within teams and demonstrates strong leadership skills.
- ✦ Ability to coach, mentor and support team members.
- ✦ Excellent verbal and interpersonal skills.
- ✦ Strong writing skills.
- ✦ Fifteen years of human services experience working with programs that support children and adults with developmental disabilities.
- ✦ Ability to prioritize and work under pressure while managing multiple projects and deadlines.
- ✦ Excellent problem solver and great ability to exercise judgement utilizing companies' policies and procedures.
- ✦ Strong community and state-wide partnerships.
- ✦ Confidently represents organization's vision and mission on both local and state-wide platforms.
- ✦ Experiencing in creating, planning and executing meetings, fundraising events and campaigns.

- ✦ Experienced in writing project proposals, implementation of contracts and budget oversight.
- ✦ Knowledgeable of local and state-wide resources, events and organizations.
- ✦ Experienced in grant writing, RFP's and MOU preparations.

References

Available upon request

Katie L. Otero
521 Primrose Avenue SW
Los Lunas, NM 87031
(505) 417-8680
katieotero97@gmail.com

Objective: To obtain a challenging position and work as part of a dynamic director team that will allow me to utilize my experience and skills to ensure highest quality programs and services with full implementation of a quality assurance plan.

Education

January 1999 to	Professional Career Development Institute
May 1999	Home Study Course - Accounting/Bookkeeping
	Diploma, May 2000

August 1992 to	Los Lunas High School
May 1996	Los Lunas, New Mexico
	Business Education
	Diploma, May 1996 – GPA 4.3

Work Experience

February 2014 to Present

Quality Assurance Director - La Vida Felicidad, Inc., Los Lunas, NM

Duties include continuance, development, and implementation of a comprehensive Quality Assurance Plan and evaluating the effectiveness and efficiency of the Quality Assurance Program; leadership of the Quality Assurance Committee; conducting client and personnel file audits, external audit preparation, enforcing training compliance; submitting quarterly QA reports to the Board of Directors; review of billing reconciliation process; provide technical assistance to programs to improve quality of services.

As with previous position, I continue to act as Board of Directors liaison, ensure agency compliance with licensure, non-profit corporate reports, and with the NM Attorney General's office; assist with grant writing and RFP's, agency funding contract oversight, agency data collection including maintaining client database; compile data and create reports for strategic plan and client/family and staff satisfaction surveys; write and submit quarterly reports to funding sources for Senior Services programs.

From 2016 to the present I have had direct supervision of the Homecare Program Manager and of our homecare programs. Duties include assisting with caregiver training compliance, organizing quarterly caregiver meetings, ensuring compliance with requirements in client files, holding monthly team meetings, and review of caregiver timesheets, billing documents, and billing spreadsheets.

April 2002 to February 2014

Executive Secretary - La Vida Felicidad, Inc., Los Lunas, NM

Duties include providing support to Executive Director and director/management team; regular communication with Board of Directors and preparation for Board meetings; ensuring agency compliance with licensure, non-profit corporate reports, and with the NM Attorney General's office; grant writing and assisting with RFP's, agency funding contract oversight, and fundraising events; agency data collection including maintaining client database and donor/volunteer database; compiling data and creating reports for strategic plan and client/family and staff satisfaction surveys; writing and mailing agency annual report; writing and submitting quarterly reports to funding sources for Senior Services programs; Quality Assurance Team member with duties including personnel file audits, external audit preparation, and assistance in writing quarterly QA reports to the Board of Directors; back-up support for payroll functions and billing for child care and early intervention programs; writing staff and Board meeting minutes; Quality Librarian in maintaining Operations Manuals

January 2006 to November 2010

Caregiver for Disabled and Elderly Waiver Program - La Vida Felicidad, Inc., Los Lunas, NM

Duties include providing respite care to offer relief to families of elderly clients; light housekeeping; errands; companionship. Maintained all training requirements including First Aid, CPR, Incident Management, Lifting and Transferring, and other trainings related to senior care

May 2000 to April 2002

Administrative Assistant - Ron McDevitt Agency/Farmers Insurance, Bosque Farms, NM

Duties include meeting with clients to review and update fire and flood policies; writing new fire and flood policies; gathering information to enter claims; analyzing bills; contacting mortgage companies, surveyors, and title companies for closing of homes; cash handling; operation of office equipment

February 1998 to May 2000

Customer Service Representative/Supervisor - Payday Now Loans, Los Lunas, NM

Duties include data entry, cash handling, billing, opening and closing store, training employees, collection procedures, operation of office equipment

October 1997 to January 1998

Preschool Teacher - Albuquerque Nursery School, Albuquerque, NM

Duties include teaching four-year old children, carrying out lesson plans

March 1997 to October 1997

Preschool Teacher - Bright Day Preschool, Albuquerque, NM

Duties include teaching, guiding, and caring for two-year old children; development and implementation of daily activity plans

Special Skills

Excellent organizational skills; detail oriented; ability to multi-task and work independently; effective communication with co-workers at all levels and with stakeholders; writing/editing skills; typing; fax/copy machine; multi line phone; proficient in Microsoft Word, Excel, Publisher, and Outlook; positive attitude and work ethic; dependable; trustworthy; creative; problem solving skills.

Licensed Foster Parent for NM Children Youth and Families Department from October 2014 to present. Training in early childhood development.

References

Available Upon Request

GENELLE E. GALLEGOS
518 SOUTH TENTH STREET BELEN, NM 87002
CELL PH (505) 410-3542
EMAIL: genellegallegos@hotmail.com
Genelle@lvfnm.org

EXPERIENCE

Home Care Service Coordinator

Providing Companionship and Emotional Support: Engaging in conversations and activities to prevent isolation. Offering emotional support and understanding. Promoting social interaction and participation in events. Communicating with clients and families about progress and concerns. Maintaining records of care provided. Safety and Emergency Procedures: Ensuring a safe and secure environment. Knowing and following emergency procedures.

Accounts & Receivables/Receptionist/Front Desk Personnel

I have worked in Behavioral Mental Health, Physical Therapy and Medical Office. As an Account Receivable Specialist, I have year and half. Medical Records, I have year and half experience. Receptionist, I have over 4 years. In Hotels in Front Desk/Night Auditing and General Manager, I have 4 years experience. Duties included: Entering PSR, billing Third Party Insurances, running reports, entering EOBs with reports, answering phones, making/canceling appointments, checking in/out customer/clients, scheduling, filing, payroll, typing, checking eligibility on insurances, collecting financial and demographics to create charts, transportation when needed, ordering supplies, taking payments, making sure everything balances (credit card, direct billing, cash, petty cash, and gas card receipts), and fixing minor computer problems that may occur.

Surveillance Supervisor/Operator

Responsibilities included coordinating, scheduling and overseeing work performed by subordinate employees, responsible for reviewing and submitting daily reports, responsible for reviewing shift reports and submitting an overview shift report on daily basis, training new agents on job requirements, duties and responsibilities, and ensuring the integrity of the casino and its employees.

EDUCATION

Associates Degree on Information Technology at UNM-VC

Certificates for each semester for either Director's List/Dean's List or Practicum-UNM-VC TRIO Center-Database Manager

Graduate from Parks College- Diploma in Data Entry/Word Processing

Graduate from PIMA Medical Institution-Certificate in Medical Secretary, Award in A Honor Roll, Certificates in Perfect Attendance and Internship was completed at PMG-Belen Presbyterian.

SKILLS

Over 20 years' experience in Customer Service, Knowledge of Office XP (including Word, Excel, Access, Anasazi and Epic, PowerPoint), Type 30 wpm, filing, Medical Terminology and Abbreviations, Knowledge of collecting, CPT and ICD-9 Coding, and have CPR/First Aide Certification.

REFERENCES Available upon request



Direct Care Provider

DIRECT CARE PROVIDER/CAREGIVER

DEPT/PROGRAM: Homecare

REPORTS TO: Homecare Service Coordinator

FLSA STATUS: Non Exempt

RANGE: Hourly \$17.50 to \$18.00

LAST REVISED: June 2025

POSITION SUMMARY: Provides housekeeping, meal preparation, non-medical personal care, and local transportation (shop, doctor appts., pick-up Rx's, pay bills) as per the individual service plan of the individual served.

DUTIES AND RESPONSIBILITIES / ESSENTIAL JOB FUNCTIONS:

1. Provide home management and maintenance including light housekeeping, make beds, change linens, wash dishes, laundry, and routine maintenance of the client's home.
2. Transport client to appointments if required by individual service plan and preform errands and shopping necessary for the maintenance of the client's home.
3. Provide assistance with personal hygiene to assure comfort, cleanliness, and appearance of the client.
4. Provide assistance with client's mobility to and from point "A" to point "B".
5. Assist in meal preparation and eating as determined by individual service plan or personal care plan.
6. Assist with self-administered medication, prompting and reminding only.
7. Be observant of the client's change in behaviors/actions and promptly report significant changes to the supervisor. All other observations should be documented.
8. Must maintain confidentiality in accordance with HIPAA, LVF Policy, state and federal law
9. Maintain current CPR/FA and other trainings/certifications as required.

OTHER JOB RESPONSIBILITIES:

- Complete and submit required paperwork in a timely manner.
- Perform other related duties as assigned by supervisor.

SUPERVISORY RESPONSIBILITIES: NONE

ROLE QUALIFICATIONS:

- Must have ability to work independently in the client's home.
- Must have ability to communicate and have clear boundaries with confidential client information.
- Must have basic home management; housekeeping, cooking, and documentation skills.
- Must successfully complete all required training courses and required annual training hours (CPR/FA, lifting and body mechanics, HIPPA, Incident management and all required trainings according to homecare program contracts).
- Must have a negative TB test.
- Must have an automobile at his/her disposal; a valid, non-suspended NM driver's license and a current automobile liability policy and continuous coverage.



Direct Care Provider

Experience Requirements

- Must have general experience in activities of daily living (ADL’S) and instrumental activities of daily living (IADL”s)

Other Knowledge, Skills and Abilities

- English/Spanish bilingual a plus.
- Organizational skills.
- Must have effective oral and written communication skills, and excellent interpersonal skills

WORKING CONDITIONS:

All services are provided in the client’s home; our goal is to prevent abuse, neglect, exploitation and premature institutionalization by providing in-home support necessary for clients to remain in their homes and live with dignity.

- The physical environment requires the employee to work primarily inside. Some noise and interruptions are present.
- Must be able to lift 50lbs and have full range of motion.
- Must pass a pre-employment background check
- No substantiation or criminal conviction of child abuse or neglect
- Travel within the local community.

ACKNOWLEDGEMENT:

This job description describes the general nature and level of work performed by an employee assigned to the role. It does not imply that these are the only duties and responsibilities assigned to the job. The employee may be required to perform other duties as requested by the Supervisor/Director. All requirements are subject to change over time.

Signed By:	Date:
<Signature>	<Month DD, YYYY>

I acknowledge that this job description is neither an employment contract nor a legal document and does not alter the employment at-will status. I have received, read, and understand the expectations for the successful performance of this job.

Signed By:	Date:
<Signature>	<Month DD, YYYY>

October 23, 2025

To Whom It May Concern,

I am writing to wholeheartedly recommend Genelle Gallegos for Home Care Services at La Vida Felicidad. While collaborating with her in my mother's home (Estela Trujillo), I have consistently admired her professionalism, dedication, and outstanding abilities.

Genelle started working for my mother and I on June 3, 2025, and continues to do so. She has provided hiring and supervision of caregivers, companionship, performing light housekeeping (including dusting furniture, cleaning mirrors, and vacuuming rooms), and watering bushes and fruit trees outdoors.

Genelle has shown outstanding abilities in communication, leadership, problem-solving and teamwork. She consistently completes tasks with accuracy and attention to detail. Her cheerful outlook and willingness to work together make her an asset to any team.

I am confident that Genelle Gallegos is a valuable addition to your organization. She brings both the technical ability and the personal integrity necessary for success. I recommend her without reservation.

Please feel free to contact me at opalccha@gmail.com or 505-715-2971 if you require any further information.

Sincerely,

Opal Chavez



Michelle Lujan Grisham, Governor

Emily Kaltenbach, Cabinet Secretary

Antoinette Vigil, Deputy Cabinet Secretary

Angelina Flores-Montoya Cabinet Secretary

October 27, 2025

To Whom It May Concern:

From: Edward I. Gould, Regional Manager

RE: Letter of Reference

I am writing this letter of reference at the request of Katie Otero, Quality Assurance Director for La Vida Felicidad. I am currently the NW Regional Manager for Adult Protective Services and have been for the past 7 years. During my tenure as RM, I have worked closely with Katie Otero and her team and have always found her and her team to be responsive to our needs as a protective entity. We have recently made some changes to our processes and have remained steadfast with the services that they provide to the population that we serve. Katie and her team are responsive and participate in Bi-monthly contractor meetings with APS. I have found that the Team at La Vida Felicidad is always willing to dialogue and team up for difficult situations. Our Team at APS has made several referrals to La Vida Felicidad over the years and have always found them to be great communicators and very responsive to our client's needs. La Vida Felicidad is always willing to team up and are a cornerstone of this community, often engaging in other community events and serving other populations within our great community. I would without reservation recommend the Team at La Vida Felicidad for any type of service contract as I can speak from experience that they have proven to be a leader in their industry and very trusted partners. If you have any questions, please feel free to contact me: Edward I. Gould, RM 505-205-5966

Sincerely

A handwritten signature in cursive script that reads "Edward I. Gould".

Edward I. Gould, RM
Adult Protective Services

Kim Caldwell

Date: October 22, 2025

To Whom It May Concern,

I am writing this letter to highly recommend **Genelle Gallegos** from **La Vida Felicidad** for her exceptional care and compassion in providing elder care for my mother, **Alice Duquet**.

Genelle began caring for my mother in **July 2025** and continued through **present date**. Throughout this period, she consistently demonstrated professionalism, patience, and genuine kindness. She approached my mother's care with respect and empathy, always ensuring that Alice's comfort, dignity, and well-being came first. Genelle took the time to understand my mother's individual needs and personality, creating a calm and trusting environment that greatly improved my mother's quality of life.

Genelle's reliability and dedication were evident in everything she did. She maintained clear communication with our family, was punctual and dependable, and consistently went above and beyond her duties. Whether it was assisting with daily routines, providing companionship, or handling unexpected challenges, Genelle did it all with warmth and grace.

Our family is deeply grateful for the care and compassion Genelle provided over these three years. I would wholeheartedly recommend her to any family seeking a caregiver who is not only skilled and dependable, but also truly caring and trustworthy.

If you have any questions or would like to discuss her qualifications further, please feel free to contact me at 970-778-5210 or dromomania64@msn.com.

Sincerely,

Kim Caldwell

Reimbursement Comparison	T019	99509	Respite 99509 U1	Average rate
Letter of Direction	\$ 20.40	\$ 17.20	\$ 29.84	\$ 22.48
Manage Care Organization	\$ 32.36	\$ 30.39	\$ 30.00	\$ 30.92
Private Pay Average	\$ 39.00	\$ 31.00	\$ 39.00	\$ 38.33
Total Average	\$ 30.59	\$ 26.20	\$ 32.95	\$ 29.91

		Homemaker	Personal Care	Respite
Proposal of funds (minimum)	\$ 150,000	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Proposal of funds (maximum)	\$ 200,000	\$ 66,666.67	\$ 66,666.67	\$ 66,666.67
Hours Annually (minimum)	4839	1613	1613	1613
Hours Annually (maximum)	6452	2151	2151	2151
Hours Monthly (minimum)	403	\$4,167	\$4,167	\$4,167
Hours Monthly (maximum)	538	\$5,556	\$5,556	\$5,556

	Homemaker	Personal Care	Respite
Total Reimburments	\$ 33.75	\$ 25.75	\$ 33.75
In Kind Contribution 15%	\$ 5.85	\$ 4.65	\$ 5.85
Bid per Service < Contribution	\$ 31.00	\$ 31.00	\$ 31.00

Technical Proposal – Section One

RFP 2025-727-YfS-FS Homemaker/Personal Care/Respite Care Services

Homemaker Proposal

2.1.1 Offeror Identification

- **Organization Name & Address:**

Heritage Home Healthcare Services, Inc
6700 Jefferson Street Suite D2
Albuquerque, NM 87109

- **Nature of Organization:**

Heritage Home Healthcare Services, Inc. is a private, for-profit corporation under New Mexico state law, with its principal office located at 6700 Jefferson Street in Albuquerque, NM. The agency provides a full range of homemaker services, and is licensed and authorized to operate in the State of New Mexico.

- **Subcontractors (if any):**

Heritage Home Healthcare does not currently anticipate the use of subcontractors

- **Authorized Contact Person(s):**

June Smith is authorized to negotiate and execute contractual documents on behalf of Heritage Home Healthcare Services, Inc.

June Smith
Executive Vice President of Operations
469-714-9914

jsmith@nday-hc.com

Courtney Rakers is over operations and will appoint the primary point of contact with the City of Albuquerque. This individual will coordinate all program communications, schedule updates, and service as the liaison for reporting and feedback

Courtney Rakers
Vice President, PCS Operations - New Mexico
505-232-3311 X 1025

crakers@heritagehomehealthcare.com

- **Compliance Statement:**

Heritage Home Healthcare Services, Inc affirms compliance with all applicable federal, state, and local laws and regulations related to service delivery, employments, non-discrimination, HIPAA, and Medicaid/Medicare participation requirements

- **Agreement to Required Contract Terms:**

Heritage Home Healthcare Services, Inc., agrees to the Required Contract Terms and Conditions as set forth in the RFP. Exceptions, if any, are noted separately.

- **Receipt of Addenda:**

Heritage Home Healthcare Services, Inc. acknowledges receipt of all addenda to the RFP, if applicable.

- **Insurance Coverage Statement:**

Heritage Home Healthcare Services, Inc. carries all required liability, professional, and workers compensation insurance coverage as required by state law and the terms of this RFP. (Proof of insurance provided.)

2.1.2 Experience

2.1.2.1 Current Experience

- Describe relevant current experience of company and engaged staff.
Heritage Home Healthcare Services, Inc. has been providing licensed home health, homemaker services in New Mexico for more than 25+ years. The agency currently serves a diverse client base across multiple counties, including Medicaid, Medicare, VA, and private pay participants.
- Scope of Services Provided:
Homemaker services (meal preparation, light housekeeping, errands and skilled home health where applicable).
- Quality Assurance:
Heritage maintains structured supervisory visits, client feedback mechanisms, and a corrective action process to ensure compliance and client satisfaction.
- Subcontractors:
Heritage does not currently utilize subcontractors for service delivery; all staff are direct employees.
- Staffing:
Over 700 trained attendants, caregivers, and supervisors, all of whom undergo background checks, competency evaluations, and ongoing training.
- Provide resumes of individuals who will perform services.
 - Key Personnel:
 - Courtney Rakers Vice President, PCS Operations
 - Matilda Martinez - Operations Manager
 - Jessica Tafoya - Operations Manager
 - Starlette Gabaldon - Area Manager
 - Field Supervisors

▪ A. Abeita	▪ M. Merle
▪ S. Bonilla	▪ M. Romero
▪ M Campa	▪ T. Trong Ta
▪ B. Garcia	▪ R. Villegas

2.1.2.2 Past Experience

- Describe at least three (3) projects of similar scope and size completed in past 3–5 years:
Heritage has a proven track record of successfully delivering similar services under government and managed care contracts. Below are three examples of relevant projects:
 - New Mexico Medicaid Services
State of New Mexico / Managed Care Organizations
 - Presbyterian,
 - Blue Cross Blue Shield,
 - Molina Health Care – New to NM July 2024
 - United Healthcare – New to NM July 2024
 - Scope: Provision of homemaker Medicaid-eligible individuals.
 - Veterans Affairs (VA) Homemaker and Respite Program
 - Client: U.S. Department of Veterans Affairs (TriWest/VA programs in New Mexico)
 - Scope: Homemaker and respite services to veterans in need of home-based care.
 - Years of Service: 25+ yrs
 - Reference:
 - Managed Care Organizations
 - Veterans Affairs

Heritage work in these programs demonstrates its ability to deliver large-scale, compliant, and cost-effective services while adapting to changing regulatory and funding environment

2.1.3 Need for Program

- Describe target eligible population and conditions in community.
Heritage will serve primarily older adults, individuals with disabilities, and low-income residents who require assistance with daily living activities. In our service area, a growing senior population, coupled with higher-than-average poverty rates, has created a rising demand for in-home support and community-based care. Many residents lack family caregivers, face social isolation, and live in communities with limited access to reliable transportation or healthcare resources.
- Identify gaps, overlaps, and unmet needs in services.
Despite the presence of several community providers, there are significant service gaps. Waitlists for homemaker services remain high, with many individuals going without needed assistance. Heritage goes one step further in addressing community needs by maintaining dedicated recruiting teams. This proactive approach has reduced waitlist, closed gaps in care, and improved service match with exceeding client needs.
- Explain how this program addresses gaps/overlaps.
Heritage is designed to strategically fill these service gaps by expanding access in underserved areas, offering targeted recruitment of bilingual caregivers, and coordinating existing attendants scheduling w/o duplication or overlapping hours.

Discuss socio-economic factors and alignment with City priorities.

- Provide rationale for service need and include needs assessment info if available.
Socio-economic factors such as high poverty levels, housing instability, and limited healthcare access make the need for supportive services particularly urgent. Heritage has a program that directly aligns with City priorities by promoting health equity, reducing disparities in access to care, and supporting vulnerable residents to live independently and with dignity. By addressing unmet needs in a cost-effective manner, the program also supports the City's broader goals of reducing healthcare system strain and enhancing overall community well-being.

2.1.4 Best Practices

- Describe proven approaches, research, and/or best practice information applied to development of this service/program.
Heritage program design is grounded in nationally recognized best practices for community-based long-term services and supports (LTSS). These include:
 - **Person-Centered Care:** Aligning services to each client's unique needs and preferences, as recommended by CMS and Administration on Aging.
 - **Evidence-Based Models:** Incorporating research-based interventions such as *Care Transitions Interventions* and *Enhanced Caregiver Support Models* that reduce hospital readmissions and improve client independence.
 - **Cultural Competence & Language Access:** Training staff in culturally responsive care and ensuring availability of bilingual/bicultural caregivers.
 - **Quality Assurance Frameworks:** Following National Association for Home Care & Hospice (NAHC) guidelines for safety, service standards, and outcome measurement.

2.1.5 Proposed Approach to Tasks

- Provide detailed approach to each task described in Part 3 (Scope of Services).

Heritage will implement the scope of services with a structured, phased approach:

- **Intake & Assessment:** Comprehensive eligibility and needs assessment using standardized tools.
- **Care Planning:** Developing individualized service plans in partnership with clients, caregivers, and City staff.
- **Service Delivery:** Scheduling and matching staff based on skills, cultural/language needs, and geographic proximity.
- **Coordination & Oversight:** Routine check-ins with City contract managers, monthly case reviews, and cross-agency coordination.
- **Documentation & Reporting:** Use of electronic health records (EHR) and secure client management software for compliance and timely reporting.

2.1.6 Management Summary

- Describe staff and subcontractor responsibilities and authority lines.

Roles:

- Program Director: Oversight of operations, compliance, and reporting.
- Supervisors: Field oversight, staff evaluations, and quality control.
- Direct Care Workers: Delivery of homemaker
- Subcontractors: Not applicable

- Authority Lines:

- Clear chain of command ensures accountability and rapid issue resolution.

- City Interface:

- Heritage will designate a primary liaison to coordinate with City of Albuquerque staff for performance reviews, referrals, and service issue resolution.

- Resources:

- Fully trained workforce, electronic scheduling/tracking system, quality assurance team, and administrative infrastructure for compliance.

2.1.7 Monitoring and Evaluation Plans

- Explain how service delivery and client satisfaction will be monitored and evaluated.

- Describe performance metrics, reporting, and feedback loops.

Heritage employs a continuous quality improvement (CQI) framework to monitor outcomes:

- Service Monitoring: Supervisors conduct monthly home visits and quarterly audits of service records.
- Client Satisfaction: Semi-annual client satisfaction surveys, focus groups, and a dedicated hotline for feedback.
- Performance Metrics:
 - % of clients receiving services within 7 days of referral.
 - Reduction in waitlist times.
 - Client-reported quality of life improvements.
 - Caregiver stress reduction scores.
- Reporting: Monthly and quarterly reports shared with City staff, including analysis of outcomes and corrective action plans when needed.
- Feedback Loops: Data-driven program adjustments based on survey results, staff feedback, and city priorities.

2.1.8 Service Delivery, Staff Training, and Recordkeeping

- Provide approach to service delivery and quality control.

Heritage delivers services through a structured system that emphasizes person-centered care, timely response, and consistent quality assurance. Services are scheduled that matches staff by skill, location, and client preference. Supervisors conduct routine home visits and telephone check-ins to ensure quality and client satisfaction. Heritage maintains 24/7 on-call availability for urgent issues, ensuring continuous support.

Describe staff orientation, ongoing training, and supervision.

- Orientation

All new employees complete a standardized orientation program covering agency policies, client rights, HIPAA compliance, emergency procedures, and cultural competency.

- Ongoing Training

Staff receive quarterly in-service trainings in areas such as infection control, fall prevention, dementia care, and trauma-informed approaches. Bilingual/bicultural training is also offered to strengthen service delivery in diverse communities.

- Supervision

Field supervisors oversee direct care staff, conduct quarterly performance evaluations, and provide ongoing mentoring. Random spot checks and annual competency evaluations ensure adherence to best practices and compliance standards.

- Detail recordkeeping systems for compliance, billing, and reporting.

Heritage uses a secure, HIPAA-compliant electronic recordkeeping system that integrates scheduling, documentation, and billing functions.

- **Compliance:**

All client records include assessments, care plans, progress notes, and supervisor reviews, accessible for audit and quality monitoring.

- **Billing:**

Automated billing modules ensure accurate, timely claims submission aligned with City and Medicaid requirements.

- **Reporting:**

The system generates monthly, quarterly, and annual reports on service utilization, client demographics, and performance outcomes. Reports are shared with City of Albuquerque staff for transparency and accountability.

Reimbursement Comparison	T019	99509	Respite 99509 U1	Average rate
Letter of Direction	\$ 20.40	\$ 17.20	\$ 29.84	\$ 22.48
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		Homemaker	Personal Care	Respite
Proposal of funds (minimum)	\$ 150,000	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Proposal of funds (maximum)	\$ 200,000	\$ 66,666.67	\$ 66,666.67	\$ 66,666.67
Hours Annually (minimum)	4839	1613	1613	1613
Hours Annually (maximum)	6452	2151	2151	2151
Hours Monthly (minimum)	403	\$4,167	\$4,167	\$4,167
Hours Monthly (maximum)	538	\$5,556	\$5,556	\$5,556

	Homemaker	Personal Care	Respite
Total Reimburments	\$ 33.75	\$ 25.75	\$ 33.75
In Kind Contribution 15%	\$ 5.85	\$ 4.65	\$ 5.85
Bid per Service < Contribution	\$ 31.00	\$ 31.00	\$ 31.00

Technical Proposal – Section One

RFP 2025-727-YfS-FS Homemaker/Personal Care/Respite Care Services

Personal Care Proposal

2.1.1 Offeror Identification

- **Organization Name & Address:**

Heritage Home Healthcare Services, Inc
6700 Jefferson Street Suite D2
Albuquerque, NM 87109

- **Nature of Organization:**

Heritage Home Healthcare Services, Inc. is a private, for-profit corporation under New Mexico state law, with its principal office located at 6700 Jefferson Street in Albuquerque, NM. The agency provides a full range of personal care services and is licensed and authorized to operate in the State of New Mexico.

- **Subcontractors (if any):**

Heritage Home Healthcare does not currently anticipate the use of subcontractors

- **Authorized Contact Person(s):**

June Smith is authorized to negotiate and execute contractual documents on behalf of Heritage Home Healthcare Services, Inc.

June Smith
Executive Vice President of Operations
469-714-9914

jsmith@nday-hc.com

Courtney Rakers is over operations and will appoint the primary point of contact with the City of Albuquerque. This individual will coordinate all program communications, schedule updates, and service as the liaison for reporting and feedback

Courtney Rakers
Vice President, PCS Operations - New Mexico
505-232-3311 X 1025

crakers@heritagehomehealthcare.com

- **Compliance Statement:**

Heritage Home Healthcare Services, Inc affirms compliance with all applicable federal, state, and local laws and regulations related to service delivery, employments, non-discrimination, HIPAA, and Medicaid/Medicare participation requirements

- **Agreement to Required Contract Terms:**

Heritage Home Healthcare Services, Inc., agrees to the Required Contract Terms and Conditions as set forth in the RFP. Exceptions, if any, are noted separately.

- **Receipt of Addenda:**

Heritage Home Healthcare Services, Inc. acknowledges receipt of all addenda to the RFP, if applicable.

- **Insurance Coverage Statement:**

Heritage Home Healthcare Services, Inc. carries all required liability, professional, and workers compensation insurance coverage as required by state law and the terms of this RFP. (Proof of insurance provided.)

2.1.2 Experience

2.1.2.1 Current Experience

- Describe relevant current experience of company and engaged staff.
Heritage Home Healthcare Services, Inc. has been providing licensed home health, personal care services in New Mexico for more than 25+ years. The agency currently serves a diverse client base across multiple counties, including Medicaid, Medicare, VA, and private pay participants.
- Scope of Services Provided:
Personal Care assistance is provided by hand-on assistance to older adults who, due to physical or cognitive limitations, are unable to perform activities of daily living independently while living in the comfort of their own home. Typically assisting with bathing, grooming, dressing, and toileting. Support with eating and meal prep, medication reminder. Services are non-medical.
- Quality Assurance:
Heritage maintains structured supervisory visits, client feedback mechanisms, and a corrective action process to ensure compliance and client satisfaction.
- Subcontractors:
Heritage does not currently utilize subcontractors for service delivery; all staff are direct employees.
- Staffing:
Over 700 trained attendants, caregivers, and supervisors, all of whom undergo background checks, competency evaluations, and ongoing training.
- Provide resumes of individuals who will perform services.
 - Key Personnel:
 - Courtney Rakers Vice President, PCS Operations
 - Matilda Martinez - Operations Manager
 - Jessica Tafoya - Operations Manager
 - Starlette Gabaldon - Area Manager
 - Field Supervisors

▪ A. Abeita	▪ M. Merle
▪ S. Bonilla	▪ M. Romero
▪ M Campa	▪ T. Trong Ta
▪ B. Garcia	▪ R. Villegas

2.1.2.2 Past Experience

- Describe at least three (3) projects of similar scope and size completed in past 3–5 years:
Heritage has a proven track record of successfully delivering similar services under government and managed care contracts. Below are three examples of relevant projects:
 - New Mexico Medicaid Services
State of New Mexico / Managed Care Organizations
 - Presbyterian,
 - Blue Cross Blue Shield,
 - Molina Health Care – New to NM July 2024
 - United Healthcare – New to NM July 2024
 - Scope: Provision of Homemaker, Personal Care, and Respite Medicaid-eligible individuals.
- Veterans Affairs (VA) Homemaker and Respite Program
 - Client: U.S. Department of Veterans Affairs (TriWest/VA programs in New Mexico)
 - Scope: Homemaker, Personal Care and Respite services to veterans in need of home-based care.
 - Years of Service: 25+ yrs
 - Reference:
 - Managed Care Organizations
 - Veterans Affairs

Heritage work in these programs demonstrates its ability to deliver large-scale, compliant, and cost-effective services while adapting to changing regulatory and funding environment

2.1.3 Need for Program

- Describe target eligible population and conditions in community.
Heritage will serve primarily older adults, individuals with disabilities, and low-income residents who require assistance with daily living activities. In our service area, a growing senior population, coupled with higher-than-average poverty rates, has created a rising demand for in-home support and community-based care. Many residents lack family caregivers, face social isolation, and live in communities with limited access to reliable transportation or healthcare resources.
- Identify gaps, overlaps, and unmet needs in services.
Despite the presence of several community providers, there are significant service gaps. Waitlists for personal care services remain high, with many individuals going without needed assistance. Heritage goes one step further in addressing community needs by maintaining dedicated recruiting teams. This proactive approach has reduced waitlist, closed gaps in care, and improved service match with exceeding client needs.
- Explain how this program addresses gaps/overlaps.
Heritage is designed to strategically fill these service gaps by expanding access in underserved areas, offering targeted recruitment of bilingual caregivers, and coordinating existing attendants scheduling w/o duplication or overlapping hours.

Discuss socio-economic factors and alignment with City priorities.

- Provide rationale for service need and include needs assessment info if available.
Socio-economic factors such as high poverty levels, housing instability, and limited healthcare access make the need for supportive services particularly urgent. Heritage has a program that directly aligns with City priorities by promoting health equity, reducing disparities in access to care, and supporting vulnerable residents to live independently and with dignity. By addressing unmet needs in a cost-effective manner, the program also supports the City's broader goals of reducing healthcare system strain and enhancing overall community well-being.

2.1.4 Best Practices

- Describe proven approaches, research, and/or best practice information applied to development of this service/program.
Heritage program design is grounded in nationally recognized best practices for community-based long-term services and supports (LTSS). These include:
 - **Person-Centered Care:** Aligning services to each client's unique needs and preferences, as recommended by CMS and Administration on Aging.
 - **Evidence-Based Models:** Incorporating research-based interventions such as *Care Transitions Interventions* and *Enhanced Caregiver Support Models* that reduce hospital readmissions and improve client independence.
 - **Cultural Competence & Language Access:** Training staff in culturally responsive care and ensuring availability of bilingual/bicultural caregivers.
 - **Quality Assurance Frameworks:** Following National Association for Home Care & Hospice (NAHC) guidelines for safety, service standards, and outcome measurement.

2.1.5 Proposed Approach to Tasks

- Provide detailed approach to each task described in Part 3 (Scope of Services).

Heritage will implement the scope of services with a structured, phased approach:

- **Intake & Assessment:** Comprehensive eligibility and needs assessment using standardized tools.
- **Care Planning:** Developing individualized service plans in partnership with clients, caregivers, and City staff.
- **Service Delivery:** Scheduling and matching staff based on skills, cultural/language needs, and geographic proximity.
- **Coordination & Oversight:** Routine check-ins with City contract managers, monthly case reviews, and cross-agency coordination.
- **Documentation & Reporting:** Use of electronic health records (EHR) and secure client management software for compliance and timely reporting.

2.1.6 Management Summary

- Describe staff and subcontractor responsibilities and authority lines.

Roles:

- Program Director: Oversight of operations, compliance, and reporting.
- Supervisors: Field oversight, staff evaluations, and quality control.
- Direct Care Workers: Delivery of Personal Care Services
- Subcontractors: Not applicable

- Authority Lines:

- Clear chain of command ensures accountability and rapid issue resolution.

- City Interface:

- Heritage will designate a primary liaison to coordinate with City of Albuquerque staff for performance reviews, referrals, and service issue resolution.

- Resources:

- Fully trained workforce, electronic scheduling/tracking system, quality assurance team, and administrative infrastructure for compliance.

2.1.7 Monitoring and Evaluation Plans

- Explain how service delivery and client satisfaction will be monitored and evaluated.

- Describe performance metrics, reporting, and feedback loops.

Heritage employs a continuous quality improvement (CQI) framework to monitor outcomes:

- Service Monitoring: Supervisors conduct monthly home visits and quarterly audits of service records.
- Client Satisfaction: Semi-annual client satisfaction surveys, focus groups, and a dedicated hotline for feedback.
- Performance Metrics:
 - % of clients receiving services within 7 days of referral.
 - Reduction in waitlist times.
 - Client-reported quality of life improvements.
 - Caregiver stress reduction scores.
- Reporting: Monthly and quarterly reports shared with City staff, including analysis of outcomes and corrective action plans when needed.
- Feedback Loops: Data-driven program adjustments based on survey results, staff feedback, and city priorities.

2.1.8 Service Delivery, Staff Training, and Recordkeeping

- Provide approach to service delivery and quality control.

Heritage delivers services through a structured system that emphasizes person-centered care, timely response, and consistent quality assurance. Services are scheduled that matches staff by skill, location, and client preference. Supervisors conduct routine home visits and telephone check-ins to ensure quality and client satisfaction. Heritage maintains 24/7 on-call availability for urgent issues, ensuring continuous support.

Describe staff orientation, ongoing training, and supervision.

- Orientation

All new employees complete a standardized orientation program covering agency policies, client rights, HIPAA compliance, emergency procedures, and cultural competency.

- Ongoing Training

Staff receive quarterly in-service trainings in areas such as infection control, fall prevention, dementia care, and trauma-informed approaches. Bilingual/bicultural training is also offered to strengthen service delivery in diverse communities.

- Supervision

Field supervisors oversee direct care staff, conduct quarterly performance evaluations, and provide ongoing mentoring. Random spot checks and annual competency evaluations ensure adherence to best practices and compliance standards.

- Detail recordkeeping systems for compliance, billing, and reporting.

Heritage uses a secure, HIPAA-compliant electronic recordkeeping system that integrates scheduling, documentation, and billing functions.

- **Compliance:**

All client records include assessments, care plans, progress notes, and supervisor reviews, accessible for audit and quality monitoring.

- **Billing:**

Automated billing modules ensure accurate, timely claims submission aligned with City and Medicaid requirements.

- **Reporting:**

The system generates monthly, quarterly, and annual reports on service utilization, client demographics, and performance outcomes. Reports are shared with City of Albuquerque staff for transparency and accountability.

Reimbursement Comparison	T019	99509	Respite 99509 U1	Average rate
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Total Reimburments	\$ 33.75	\$ 25.75	\$ 33.75
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Bid per Service < Contribution	\$ 31.00	\$ 31.00	\$ 31.00

Technical Proposal – Section One

RFP 2025-727-YfS-FS Homemaker/Personal Care/Respite Care Services Respite

2.1.1 Offeror Identification

- Organization Name & Address:

Heritage Home Healthcare Services, Inc
6700 Jefferson Street Suite D2
Albuquerque, NM 87109

- Nature of Organization:

Heritage Home Healthcare Services, Inc. is a private, for-profit corporation under New Mexico state law, with its principal office located at 6700 Jefferson Street in Albuquerque, NM. The agency provides a full range of Respite services and is licensed and authorized to operate in the State of New Mexico.

- Subcontractors (if any):

Heritage Home Healthcare does not currently anticipate the use of subcontractors

- Authorized Contact Person(s):

June Smith is authorized to negotiate and execute contractual documents on behalf of Heritage Home Healthcare Services, Inc.

June Smith
Executive Vice President of Operations
469-714-9914

jsmith@nday-hc.com

Courtney Rakers is over operations and will appoint the primary point of contact with the City of Albuquerque. This individual will coordinate all program communications, schedule updates, and service as the liaison for reporting and feedback

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- Compliance Statement:

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Heritage Home Healthcare Services, Inc., agrees to the Required Contract Terms and Conditions as set forth in the RFP. Exceptions, if any, are noted separately.

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Heritage Home Healthcare Services, Inc. acknowledges receipt of all addenda to the RFP, if applicable.

- Insurance Coverage Statement:

Heritage Home Healthcare Services, Inc. carries all required liability, professional, and workers compensation insurance coverage as required by state law and the terms of this RFP. (Proof of insurance provided.)

2.1.2 Experience

2.1.2.1 Current Experience

- Describe relevant current experience of company and engaged staff.

Heritage Home Healthcare Services, Inc. has been providing licensed home health, respite services in New Mexico for more than 25+ years. The agency currently serves a diverse client base across multiple counties, including Medicaid, Medicare, VA, and private pay participants.
- Scope of Services Provided:

Respite In-Home services is the temporary provision of supportive, non-medical, in-home services to an older adult in order to relieve family members or primary caregivers from their caregiving responsibilities. Services include personal care, homemaker support and to ensure the individual remains safe, engaged, and comfortable.
- Quality Assurance:

Heritage maintains structured supervisory visits, client feedback mechanisms, and a corrective action process to ensure compliance and client satisfaction.
- Subcontractors:

Heritage does not currently utilize subcontractors for service delivery; all staff are direct employees.
- Staffing:

Over 700 trained attendants, caregivers, and supervisors, all of whom undergo background checks, competency evaluations, and ongoing training.
- Provide resumes of individuals who will perform services.
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Heritage will serve primarily older adults, individuals with disabilities, and low-income residents who require assistance with daily living activities. In our service area, a growing senior population, coupled with higher-than-average poverty rates, has created a rising demand for in-home support and community-based care. Many residents lack family caregivers, face social isolation, and live in communities with limited access to reliable transportation or healthcare resources.
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Despite the presence of several community providers, there are significant service gaps. Waitlists for respite services remain high, with many individuals going without needed assistance. Heritage goes one step further in addressing community needs by maintaining dedicated recruiting teams. This proactive approach has reduced waitlist, closed gaps in care, and improved service match with exceeding client needs.
- Explain how this program addresses gaps/overlaps.
Heritage is designed to strategically fill these service gaps by expanding access in underserved areas, offering targeted recruitment of bilingual caregivers, and coordinating existing attendants scheduling w/o duplication or overlapping hours.

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- Program Director: Oversight of operations, compliance, and reporting.
- Supervisors: Field oversight, staff evaluations, and quality control.
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- Subcontractors: Not applicable

- Authority Lines:

- Clear chain of command ensures accountability and rapid issue resolution.

- City Interface:

- Heritage will designate a primary liaison to coordinate with City of Albuquerque staff for performance reviews, referrals, and service issue resolution.

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2.1.8 Service Delivery, Staff Training, and Recordkeeping

- Provide approach to service delivery and quality control.

Heritage delivers services through a structured system that emphasizes person-centered care, timely response, and consistent quality assurance. Services are scheduled that matches staff by skill, location, and client preference. Supervisors conduct routine home visits and telephone check-ins to ensure quality and client satisfaction. Heritage maintains 24/7 on-call availability for urgent issues, ensuring continuous support.

Describe staff orientation, ongoing training, and supervision.

- Orientation

All new employees complete a standardized orientation program covering agency policies, client rights, HIPAA compliance, emergency procedures, and cultural competency.

- Ongoing Training

Staff receive quarterly in-service trainings in areas such as infection control, fall prevention, dementia care, and trauma-informed approaches. Bilingual/bicultural training is also offered to strengthen service delivery in diverse communities.

- Supervision

Field supervisors oversee direct care staff, conduct quarterly performance evaluations, and provide ongoing mentoring. Random spot checks and annual competency evaluations ensure adherence to best practices and compliance standards.

- Detail recordkeeping systems for compliance, billing, and reporting.

Heritage uses a secure, HIPAA-compliant electronic recordkeeping system that integrates scheduling, documentation, and billing functions.

- **Compliance:**

All client records include assessments, care plans, progress notes, and supervisor reviews, accessible for audit and quality monitoring.

- **Billing:**

Automated billing modules ensure accurate, timely claims submission aligned with City and Medicaid requirements.

- **Reporting:**

The system generates monthly, quarterly, and annual reports on service utilization, client demographics, and performance outcomes. Reports are shared with City of Albuquerque staff for transparency and accountability.

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and HERITAGE HOME HEATHCARE SERVICES INC, 6700 Jefferson Street NE Suite D2, Albuquerque, NM 87109 (“Contractor”).

RECITALS

WHEREAS, the City issued a Request for Proposals for the Family and Community Services Department, RFP-2025-727-YFS-FS, titled “Homemaker/Personal Care/Respite Service,” which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated October 29, 2025, in response to RFP-2025-727-YFS-FS, which is Exhibit B to this Agreement; and

WHEREAS, the City has determined that it will provide basic services to ensure that its residents are afforded access to the services required to maintain a reasonable quality of life; and

WHEREAS, these services enhance the health, wellness, education and public safety of the City of Albuquerque; and

WHEREAS, the City has appropriated funds (“City Funds”) for this purpose; and

WHEREAS, the Contractor represents that it has the experience, resources and expertise necessary to execute the activities and services desired; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto mutually agree as follows:

1. **Scope of Services.** The Contractor shall perform the following services (“Services”) in a satisfactory and proper manner, as determined by the City:

A. Service Activities and Outputs: The Contractor shall provide Homemaker, Personal Care and Respite services to eligible consumers, referred by the City of Albuquerque/Bernalillo County Area Agency on Aging or its designee. Services will be provided on activities as follows:

(1) Homemaker Services: Activities include laundry; making and changing bedding; light housekeeping such as washing dishes, vacuuming, dusting and mopping; cleaning bathroom, kitchen, and appliances; removing trash; washing inside windows; assisting with menu planning.

(2) Personal Care Services: Activities include assisting with bath, toileting, shampoo, shave, oral care, nail care, dressing, skin care, ambulation, transfers, mobility

Contract ID:

assistance, prompting or cuing, turning and positioning, reminding to take medications, preparing snack/meal, feeding, and encouraging fluids, possibly by a Home Health Aide.

(3) Respite Care: Homemaker/Personal Care Services in support of a senior to provide temporary relief to the caregiver; companionship, emotional support, and supervision to assure safety of care recipient.

B. Service Outcomes: Consumers receive 80% of the services outlined in their case plan.

C. Service Implementation and Reporting: The Contractor shall:

(1) Accept referrals from Area Agency on Aging or its Case Management Program designees and provide the delivery of services identified in a case plan prepared by the Case Management Program which specifies services to be provided, and the frequency and duration of such services. Costs associated with the delivery of services to clients other than those approved by the Area Agency on Aging shall not be billed to this Agreement.

(2) Arrange for services to be provided to individual clients within two (2) but no more than four (4) working days of the receipt of referral or at the date specified in the case plan.

(3) Confirm with the Case Management Program designees that services to each client have been initiated at the time requested. Where the Contractor cannot arrange for services to be delivered within the specified time period, the Case Management Program designees shall be notified immediately. Repeated failure to initiate services in a timely manner may be considered grounds for termination of this Agreement.

(4) Assure services shall be provided by qualified personnel who have completed a minimum of ten (10) hours of a care provider training curriculum which shall include an understanding of behavioral manifestations and intervention techniques for persons with dementia, including Alzheimer's disease.

(5) Assure personnel providing services to clients under this Agreement will receive a minimum of ten (10) additional hours of training/education during the period of the Agreement.

(6) Provide notification to the client or caregiver and to the Case Management Program of any interruption in the delivery of services to a client, prior to the scheduled visit.

(7) Immediately report changes in the environment, economic, health, intellectual or functional status of a client served to the Case Management Program.

(8) Enroll and serve individuals in accordance with policies and criteria established by the Area Agency on Aging.

(9) Assure that priority shall be given to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in

rural areas in accordance with their need for such services, in accordance with the Older Americans Act provisions.

(10) Not terminate services to any client without prior approval of the Case Management Program designee, except in situations where the Contractor has reasonable grounds to believe that continuation of the services jeopardizes the welfare of the provider. In such situations, immediate notification of the reasons for termination shall be provided to the Case Management Program designee.

(11) Monitor the provision of services provided under this Agreement to assure that all case plans are being adhered to.

(12) Conduct monthly meetings with the Case Management Program designed to discuss services provided, additional needs of clients, and reassessments for continued services for clients who have been served for a period of one year or more.

(13) Assure that all direct service employees receive a criminal background check in accordance with State law and be cleared of any criminal activities prior to delivering services under this Agreement. Evidence of such a check shall be maintained in personnel records.

(14) Comply with all applicable state, federal, and local laws, rules and regulations currently in effect, or which may become effective during the term of the agreement, including Health Insurance Portability and Accountability Act (HIPAA) and any related regulations, with regard to Personal Health Information, including without limitation, the handling, storage, disclosure, security and maintenance of Personal Health Information.

(15) Maintain documentation on all services provided under this Agreement. Such documentation must indicate the name of the consumer, consumer identification number, dates and hours of service received and other information required by the National Aging Program Information System (NAPIS).

(16) Submit detailed monthly reports on services rendered to the Area Agency on Aging in a form to be specified by the City. Reports must be received no later than the fifth (5th) working day of the month following the month for which the report is prepared.

(17) Take direction of the Area Agency on Aging on providing service to any eligible consumer of the Area Agency on Aging.

D. Goals and Objectives:

(1) To Achieve the City of Albuquerque's Goal 1: "People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy and educated."

(2) To enable older adults to age in place with dignity, provide Homemaker/Personal Care/Respite Services to eligible consumers age sixty (60) and over at the client's home to remain independent and to delay and avoid institutionalization.

2. **Term of Agreement.** The term of this Agreement shall start on July 1, 2025 and shall end on June 30, 2026, unless otherwise terminated as provided herein. In the event a delay in executing this Agreement causes a gap between July 1, 2025 and the date of execution of this Agreement, by signing this Agreement the parties ratify all actions taken in accordance with the terms and conditions of this Agreement from July 1, 2025 through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on July 1, 2025.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of Two Hundred Eighty-Two Thousand and No/100 (\$282,000.00), which amount excludes any applicable gross receipts tax. This amount shall constitute complete compensation for the Contractor's Services, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** Such amount shall be payable at the rate of Thirty-One and No/100 Dollars (\$31.00) per hour, which rate includes any applicable gross receipt tax. Payments shall be made to the Contractor monthly for completed Services upon the City's receipt of Contractor's properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. **Appropriations.** Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

D. **Responsibility to Monitor Contract.** The Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager
Department of Finance and Administrative Services
City of Albuquerque

P.O. Box 470
Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000.00 **Per Occurrence** (or \$1,000,000 CGL and \$1,000,000 Umbrella)
\$2,000,000.00 **Policy Aggregate**
\$1,000,000.00 Products Liability/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
\$5,000.00 Medical Payments

The policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Commercial Automobile Liability Insurance (“CAL”). A CAL policy with not less than a \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

C. Workers' Compensation Insurance: Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico (“Act”). The Contractor acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Contractor agrees to provide proof to the City of any Workers' Compensation coverage the Contractor is required to carry at any point during the term of this Agreement. The City may terminate this Agreement if the Contractor fails to comply with this provision.

D. Professional Liability (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

E. Sexual Abuse Molestation Coverage: Sexual abuse molestation insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

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F. Cyber Liability Coverage: Cyber liability insurance in an amount not less than \$2,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.00. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.

G. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited, Civil Rights Compliance. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

9. ADA Compliance. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

10. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

11. Interest of Contractor. The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

12. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment,

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gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.

13. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

15. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. Public Records. The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

17. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

18. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

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19. **Ownership, Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. **Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

21. **Changes.** The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

22. **Assignability.** The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.

23. **Termination for Cause.** If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

24. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.

25. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

26. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

27. **Entire Agreement.** This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

28. **Applicable Law and Venue.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

29. **Force Majeure.** The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes (“Force Majeure Events”) include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

30. **Electronic Signatures.** Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

31. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest required City approval authority.

32. **Federal Contract Requirements.** All Contractors with Agreements funded in whole or in part with federal funds are required to comply with 2 CFR Part 200, Appendix II. By signing this Agreement, the Contractor certifies compliance with the following, as applicable.

A. **Equal Employment Opportunity.** This provision shall apply to all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3.

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, or national origin. The Contractor will take affirmative action to ensure that applicants are employed,

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and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies invoked by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

(9) Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(10) The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(11) The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(12) The Contractor further agrees that it will refrain from entering into any contract or contract modification, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Davis Bacon Act. This provision shall be applicable to all prime construction contracts in excess of \$2,000.

(1) All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable.

(2) The Contractor shall: comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable; pay wages to laborers and mechanics

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at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; pay wages not less than once a week; and report all suspected or reported violations of these laws to the City, which will report the same to the Federal awarding agency.

C. Copeland “Anti-Kickback” Act. This provision shall be applicable to all prime construction contracts in excess of \$2,000.

(1) Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.

(3) A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.

D. Contract Work Hours and Safety Standards Act. These provisions shall apply to all contracts over \$100,000 that involve mechanics or laborers.

(1) The Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, and the requirements of 29 CFR Part 5.

(2) Overtime requirements. No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(3) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR §5.5, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 CFR §5.5.

(4) Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as

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may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 CFR §5.5.

(5) Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.

E. Rights to Inventions Made under a Contract or Agreement. These provisions shall apply to all funding agreements under 37 CFR § 401.2(a). If the federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City and Contractor must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the awarding agency.

F. Clean Air Act and Federal Water Pollution Control Act. These provisions shall apply to all contracts and subgrants over \$150,000. The Contractor shall:

(1) Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq. as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387);

(2) Report each violation of those laws to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the applicable federal agency, and the appropriate Environmental Protection Agency Regional Office; and

(3) Include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the applicable federal agency.

G. Debarment and Suspension. These provisions shall apply to all contracts. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).

(1) By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this Agreement been convicted or had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

(2) Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall notify the City in writing.

(3) The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction Contractor enters into.

(4) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

(5) With respect to competitive solicitations, the Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in the bidder's or proposer's lower tier covered transactions.

(6) The Contractor certifies the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

H. Byrd Anti-Lobbying Amendment. These provisions apply to all contracts. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

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agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.

(2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(4) For purposes of this Certification, the Agreement shall be considered a federal Agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(5) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

I. Procurement of Recovered Materials (2 CFR § 323). These provisions shall apply if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year).

(1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

(a) Competitively within a time frame providing for compliance with the Agreement performance schedule;

(b) Meeting Agreement performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Contract ID:

J. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 216. These provisions shall apply to all contracts.

(1) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(d) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(e) Telecommunications or video surveillance services provided by such entities or using such equipment.

(f) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(3) See Public Law 115-232, section 889 for additional information.

(4) See also § 200.471.

K. Domestic preferences for procurements (2 CFR § 200.322). These provisions apply to all contracts.

(1) As appropriate and to the extent consistent with law, the non-federal

entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

(a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

33. Responsibilities of Service Providers under Area Plans, 45 CFR §1321.65.

A. To the maximum extent feasible, the Contractor shall provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services.

B. With the consent of the older person (or representative of the older person), the Contractor shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.

C. Where feasible and appropriate, the Contractor will make arrangements for the availability of services to older persons in weather related emergencies.

D. The Contractor will assist participants in taking advantage of benefits under other programs.

E. The Contractor will assure that all services funded under this part are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: HERITAGE HOME HEATHCARE SERVICES INC

Approved By:	_____	Date:	_____
Name:	_____	Title:	_____

CITY OF ALBUQUERQUE:

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and 1ST PREMIER HOME CARE INC, 4411 McLeod Rd NE, Suite G Albuquerque, NM 87109 (“Contractor”).

RECITALS

WHEREAS, the City issued a Request for Proposals for the Family and Community Services Department, RFP-2025-727-YFS-FS, titled “Homemaker/Personal Care/Respite Service,” which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated October 31, 2025, in response to RFP-2025-727-YFS-FS, which is Exhibit B to this Agreement; and

WHEREAS, the City has determined that it will provide basic services to ensure that its residents are afforded access to the services required to maintain a reasonable quality of life; and

WHEREAS, these services enhance the health, wellness, education and public safety of the City of Albuquerque; and

WHEREAS, the City has appropriated funds (“City Funds”) for this purpose; and

WHEREAS, the Contractor represents that it has the experience, resources and expertise necessary to execute the activities and services desired; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto mutually agree as follows:

1. **Scope of Services.** The Contractor shall perform the following services (“Services”) in a satisfactory and proper manner, as determined by the City:

A. Service Activities and Outputs: The Contractor shall provide Homemaker, Personal Care and Respite services to eligible consumers, referred by the City of Albuquerque/Bernalillo County Area Agency on Aging or its designee. Services will be provided on activities as follows:

(1) Homemaker Services: Activities include laundry; making and changing bedding; light housekeeping such as washing dishes, vacuuming, dusting and mopping; cleaning bathroom, kitchen, and appliances; removing trash; washing inside windows; assisting with menu planning.

(2) Personal Care Services: Activities include assisting with bath, toileting, shampoo, shave, oral care, nail care, dressing, skin care, ambulation, transfers, mobility

assistance, prompting or cuing, turning and positioning, reminding to take medications, preparing snack/meal, feeding, and encouraging fluids, possibly by a Home Health Aide.

(3) Respite Care: Homemaker/Personal Care Services in support of a senior to provide temporary relief to the caregiver; companionship, emotional support, and supervision to assure safety of care recipient.

B. Service Outcomes: Consumers receive 80% of the services outlined in their case plan.

C. Service Implementation and Reporting: The Contractor shall:

(1) Accept referrals from Area Agency on Aging or its Case Management Program designees and provide the delivery of services identified in a case plan prepared by the Case Management Program which specifies services to be provided, and the frequency and duration of such services. Costs associated with the delivery of services to clients other than those approved by the Area Agency on Aging shall not be billed to this Agreement.

(2) Arrange for services to be provided to individual clients within two (2) but no more than four (4) working days of the receipt of referral or at the date specified in the case plan.

(3) Confirm with the Case Management Program designees that services to each client have been initiated at the time requested. Where the Contractor cannot arrange for services to be delivered within the specified time period, the Case Management Program designees shall be notified immediately. Repeated failure to initiate services in a timely manner may be considered grounds for termination of this Agreement.

(4) Assure services shall be provided by qualified personnel who have completed a minimum of ten (10) hours of a care provider training curriculum which shall include an understanding of behavioral manifestations and intervention techniques for persons with dementia, including Alzheimer's disease.

(5) Assure personnel providing services to clients under this Agreement will receive a minimum of ten (10) additional hours of training/education during the period of the Agreement.

(6) Provide notification to the client or caregiver and to the Case Management Program of any interruption in the delivery of services to a client, prior to the scheduled visit.

(7) Immediately report changes in the environment, economic, health, intellectual or functional status of a client served to the Case Management Program.

(8) Enroll and serve individuals in accordance with policies and criteria established by the Area Agency on Aging.

(9) Assure that priority shall be given to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in

rural areas in accordance with their need for such services, in accordance with the Older Americans Act provisions.

(10) Not terminate services to any client without prior approval of the Case Management Program designee, except in situations where the Contractor has reasonable grounds to believe that continuation of the services jeopardizes the welfare of the provider. In such situations, immediate notification of the reasons for termination shall be provided to the Case Management Program designee.

(11) Monitor the provision of services provided under this Agreement to assure that all case plans are being adhered to.

(12) Conduct monthly meetings with the Case Management Program designed to discuss services provided, additional needs of clients, and reassessments for continued services for clients who have been served for a period of one year or more.

(13) Assure that all direct service employees receive a criminal background check in accordance with State law and be cleared of any criminal activities prior to delivering services under this Agreement. Evidence of such a check shall be maintained in personnel records.

(14) Comply with all applicable state, federal, and local laws, rules and regulations currently in effect, or which may become effective during the term of the agreement, including Health Insurance Portability and Accountability Act (HIPAA) and any related regulations, with regard to Personal Health Information, including without limitation, the handling, storage, disclosure, security and maintenance of Personal Health Information.

(15) Maintain documentation on all services provided under this Agreement. Such documentation must indicate the name of the consumer, consumer identification number, dates and hours of service received and other information required by the National Aging Program Information System (NAPIS).

(16) Submit detailed monthly reports on services rendered to the Area Agency on Aging in a form to be specified by the City. Reports must be received no later than the fifth (5th) working day of the month following the month for which the report is prepared.

(17) Take direction of the Area Agency on Aging on providing service to any eligible consumer of the Area Agency on Aging.

D. Goals and Objectives:

(1) To Achieve the City of Albuquerque's Goal 1: "People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy and educated."

(2) To enable older adults to age in place with dignity, provide Homemaker/Personal Care/Respite Services to eligible consumers age sixty (60) and over at the client's home to remain independent and to delay and avoid institutionalization.

2. **Term of Agreement.** The term of this Agreement shall start on July 1, 2025 and shall end on June 30, 2026, unless otherwise terminated as provided herein. In the event a delay in executing this Agreement causes a gap between July 1, 2025 and the date of execution of this Agreement, by signing this Agreement the parties ratify all actions taken in accordance with the terms and conditions of this Agreement from July 1, 2025 through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on July 1, 2025.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of One Hundred Eighty-Two Thousand and No/100 (\$182,000.00), which amount excludes any applicable gross receipts tax. This amount shall constitute complete compensation for the Contractor's Services, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** Such amount shall be payable at the rate of Twenty-five and No/100 Dollars (\$25.00) per hour, which rate includes any applicable gross receipt tax. Payments shall be made to the Contractor monthly for completed Services upon the City's receipt of Contractor's properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. **Appropriations.** Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

D. **Responsibility to Monitor Contract.** The Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager
Department of Finance and Administrative Services
City of Albuquerque

P.O. Box 470
Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000.00 **Per Occurrence** (or \$1,000,000 CGL and \$1,000,000 Umbrella)
\$2,000,000.00 **Policy Aggregate**
\$1,000,000.00 Products Liability/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
\$5,000.00 Medical Payments

The policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Commercial Automobile Liability Insurance (“CAL”). A CAL policy with not less than a \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

C. Workers' Compensation Insurance: Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico (“Act”). The Contractor acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Contractor agrees to provide proof to the City of any Workers' Compensation coverage the Contractor is required to carry at any point during the term of this Agreement. The City may terminate this Agreement if the Contractor fails to comply with this provision.

D. Professional Liability (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

E. Sexual Abuse Molestation Coverage: Sexual abuse molestation insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

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F. Cyber Liability Coverage: Cyber liability insurance in an amount not less than \$2,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.00. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.

G. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited, Civil Rights Compliance. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

9. ADA Compliance. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

10. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

11. Interest of Contractor. The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

12. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment,

Contract ID:

gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.

13. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

15. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. Public Records. The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

17. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

18. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

Contract ID:

19. **Ownership, Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. **Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

21. **Changes.** The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

22. **Assignability.** The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.

23. **Termination for Cause.** If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

24. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.

25. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

26. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

27. Entire Agreement. This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

28. Applicable Law and Venue. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

29. Force Majeure. The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes (“Force Majeure Events”) include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

30. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

31. Approval Required. This Agreement shall not become binding upon the City until approved by the highest required City approval authority.

32. Federal Contract Requirements. All Contractors with Agreements funded in whole or in part with federal funds are required to comply with 2 CFR Part 200, Appendix II. By signing this Agreement, the Contractor certifies compliance with the following, as applicable.

A. Equal Employment Opportunity. This provision shall apply to all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3.

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, or national origin. The Contractor will take affirmative action to ensure that applicants are employed,

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and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies invoked by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

(9) Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(10) The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(11) The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(12) The Contractor further agrees that it will refrain from entering into any contract or contract modification, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Davis Bacon Act. This provision shall be applicable to all prime construction contracts in excess of \$2,000.

(1) All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable.

(2) The Contractor shall: comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable; pay wages to laborers and mechanics

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at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; pay wages not less than once a week; and report all suspected or reported violations of these laws to the City, which will report the same to the Federal awarding agency.

C. Copeland “Anti-Kickback” Act. This provision shall be applicable to all prime construction contracts in excess of \$2,000.

(1) Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.

(3) A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.

D. Contract Work Hours and Safety Standards Act. These provisions shall apply to all contracts over \$100,000 that involve mechanics or laborers.

(1) The Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, and the requirements of 29 CFR Part 5.

(2) Overtime requirements. No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(3) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR §5.5, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 CFR §5.5.

(4) Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as

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may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 CFR §5.5.

(5) Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.

E. Rights to Inventions Made under a Contract or Agreement. These provisions shall apply to all funding agreements under 37 CFR § 401.2(a). If the federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City and Contractor must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the awarding agency.

F. Clean Air Act and Federal Water Pollution Control Act. These provisions shall apply to all contracts and subgrants over \$150,000. The Contractor shall:

(1) Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq. as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387);

(2) Report each violation of those laws to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the applicable federal agency, and the appropriate Environmental Protection Agency Regional Office; and

(3) Include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the applicable federal agency.

G. Debarment and Suspension. These provisions shall apply to all contracts. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).

(1) By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this Agreement been convicted or had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

(2) Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall notify the City in writing.

(3) The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction Contractor enters into.

(4) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

(5) With respect to competitive solicitations, the Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in the bidder's or proposer's lower tier covered transactions.

(6) The Contractor certifies the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

H. Byrd Anti-Lobbying Amendment. These provisions apply to all contracts. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

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agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.

(2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(4) For purposes of this Certification, the Agreement shall be considered a federal Agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(5) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

I. Procurement of Recovered Materials (2 CFR § 323). These provisions shall apply if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year).

(1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

(a) Competitively within a time frame providing for compliance with the Agreement performance schedule;

(b) Meeting Agreement performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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J. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 216. These provisions shall apply to all contracts.

(1) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(d) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(e) Telecommunications or video surveillance services provided by such entities or using such equipment.

(f) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(3) See Public Law 115-232, section 889 for additional information.

(4) See also § 200.471.

K. Domestic preferences for procurements (2 CFR § 200.322). These provisions apply to all contracts.

(1) As appropriate and to the extent consistent with law, the non-federal

entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

(a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

33. Responsibilities of Service Providers under Area Plans, 45 CFR §1321.65.

A. To the maximum extent feasible, the Contractor shall provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services.

B. With the consent of the older person (or representative of the older person), the Contractor shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.

C. Where feasible and appropriate, the Contractor will make arrangements for the availability of services to older persons in weather related emergencies.

D. The Contractor will assist participants in taking advantage of benefits under other programs.

E. The Contractor will assure that all services funded under this part are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: 1ST PREMIER HOME CARE INC

Approved By:	_____	Date:	_____
Name:	_____	Title:	_____

CITY OF ALBUQUERQUE:

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and LA VIDA FELICIDAD INC, P.O. Box 2040, Los Lunas, NM 87031 (“Contractor”).

RECITALS

WHEREAS, the City issued a Request for Proposals for the Family and Community Services Department, RFP-2025-727-YFS-FS, titled “Homemaker/Personal Care/Respite Service,” which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated October 30, 2025, in response to RFP-2025-727-YFS-FS, which is Exhibit B to this Agreement; and

WHEREAS, the City has determined that it will provide basic services to ensure that its residents are afforded access to the services required to maintain a reasonable quality of life; and

WHEREAS, these services enhance the health, wellness, education and public safety of the City of Albuquerque; and

WHEREAS, the City has appropriated funds (“City Funds”) for this purpose; and

WHEREAS, the Contractor represents that it has the experience, resources and expertise necessary to execute the activities and services desired; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto mutually agree as follows:

1. **Scope of Services.** The Contractor shall perform the following services (“Services”) in a satisfactory and proper manner, as determined by the City:

A. Service Activities and Outputs: The Contractor shall provide Homemaker, Personal Care and Respite services to eligible consumers, referred by the City of Albuquerque/Bernalillo County Area Agency on Aging or its designee. Services will be provided on activities as follows:

(1) Homemaker Services: Activities include laundry; making and changing bedding; light housekeeping such as washing dishes, vacuuming, dusting and mopping; cleaning bathroom, kitchen, and appliances; removing trash; washing inside windows; assisting with menu planning.

(2) Personal Care Services: Activities include assisting with bath, toileting, shampoo, shave, oral care, nail care, dressing, skin care, ambulation, transfers, mobility

assistance, prompting or cuing, turning and positioning, reminding to take medications, preparing snack/meal, feeding, and encouraging fluids, possibly by a Home Health Aide.

(3) Respite Care: Homemaker/Personal Care Services in support of a senior to provide temporary relief to the caregiver; companionship, emotional support, and supervision to assure safety of care recipient.

B. Service Outcomes: Consumers receive 80% of the services outlined in their case plan.

C. Service Implementation and Reporting: The Contractor shall:

(1) Accept referrals from Area Agency on Aging or its Case Management Program designees and provide the delivery of services identified in a case plan prepared by the Case Management Program which specifies services to be provided, and the frequency and duration of such services. Costs associated with the delivery of services to clients other than those approved by the Area Agency on Aging shall not be billed to this Agreement.

(2) Arrange for services to be provided to individual clients within two (2) but no more than four (4) working days of the receipt of referral or at the date specified in the case plan.

(3) Confirm with the Case Management Program designees that services to each client have been initiated at the time requested. Where the Contractor cannot arrange for services to be delivered within the specified time period, the Case Management Program designees shall be notified immediately. Repeated failure to initiate services in a timely manner may be considered grounds for termination of this Agreement.

(4) Assure services shall be provided by qualified personnel who have completed a minimum of ten (10) hours of a care provider training curriculum which shall include an understanding of behavioral manifestations and intervention techniques for persons with dementia, including Alzheimer's disease.

(5) Assure personnel providing services to clients under this Agreement will receive a minimum of ten (10) additional hours of training/education during the period of the Agreement.

(6) Provide notification to the client or caregiver and to the Case Management Program of any interruption in the delivery of services to a client, prior to the scheduled visit.

(7) Immediately report changes in the environment, economic, health, intellectual or functional status of a client served to the Case Management Program.

(8) Enroll and serve individuals in accordance with policies and criteria established by the Area Agency on Aging.

(9) Assure that priority shall be given to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in

rural areas in accordance with their need for such services, in accordance with the Older Americans Act provisions.

(10) Not terminate services to any client without prior approval of the Case Management Program designee, except in situations where the Contractor has reasonable grounds to believe that continuation of the services jeopardizes the welfare of the provider. In such situations, immediate notification of the reasons for termination shall be provided to the Case Management Program designee.

(11) Monitor the provision of services provided under this Agreement to assure that all case plans are being adhered to.

(12) Conduct monthly meetings with the Case Management Program designed to discuss services provided, additional needs of clients, and reassessments for continued services for clients who have been served for a period of one year or more.

(13) Assure that all direct service employees receive a criminal background check in accordance with State law and be cleared of any criminal activities prior to delivering services under this Agreement. Evidence of such a check shall be maintained in personnel records.

(14) Comply with all applicable state, federal, and local laws, rules and regulations currently in effect, or which may become effective during the term of the agreement, including Health Insurance Portability and Accountability Act (HIPAA) and any related regulations, with regard to Personal Health Information, including without limitation, the handling, storage, disclosure, security and maintenance of Personal Health Information.

(15) Maintain documentation on all services provided under this Agreement. Such documentation must indicate the name of the consumer, consumer identification number, dates and hours of service received and other information required by the National Aging Program Information System (NAPIS).

(16) Submit detailed monthly reports on services rendered to the Area Agency on Aging in a form to be specified by the City. Reports must be received no later than the fifth (5th) working day of the month following the month for which the report is prepared.

(17) Take direction of the Area Agency on Aging on providing service to any eligible consumer of the Area Agency on Aging.

D. Goals and Objectives:

(1) To Achieve the City of Albuquerque's Goal 1: "People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy and educated."

(2) To enable older adults to age in place with dignity, provide Homemaker/Personal Care/Respite Services to eligible consumers age sixty (60) and over at the client's home to remain independent and to delay and avoid institutionalization.

2. **Term of Agreement.** The term of this Agreement shall start on July 1, 2025 and shall end on June 30, 2026, unless otherwise terminated as provided herein. In the event a delay in executing this Agreement causes a gap between July 1, 2025 and the date of execution of this Agreement, by signing this Agreement the parties ratify all actions taken in accordance with the terms and conditions of this Agreement from July 1, 2025 through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on July 1, 2025.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of Two Hundred Eighty-Two Thousand and No/100 (\$282,000.00), which amount excludes any applicable gross receipts tax. This amount shall constitute complete compensation for the Contractor's Services, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** Such amount shall be payable at the rate of: Thirty-Three and 10/100 Dollars (\$33.10) per hour for Homemaker Services; Thirty-Three and 10/100 Dollars (\$33.10) per hour for Personal Care Services; Thirty-Two and 79/100 Dollars (\$32.79) per hour for Respite Services; which rates include any applicable gross receipt tax. Payments shall be made to the Contractor monthly for completed Services upon the City's receipt of Contractor's properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. **Appropriations.** Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

D. **Responsibility to Monitor Contract.** The Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager
Department of Finance and Administrative Services
City of Albuquerque

P.O. Box 470
Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000.00 **Per Occurrence** (or \$1,000,000 CGL and \$1,000,000 Umbrella)
\$2,000,000.00 **Policy Aggregate**
\$1,000,000.00 Products Liability/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
\$5,000.00 Medical Payments

The policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Commercial Automobile Liability Insurance ("CAL"): A CAL policy with not less than a \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

C. Workers' Compensation Insurance: Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico ("Act"). The Contractor acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Contractor agrees to provide proof to the City of any Workers' Compensation coverage the Contractor is required to carry at any point during the term of this Agreement. The City may terminate this Agreement if the Contractor fails to comply with this provision.

D. Professional Liability (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

E. Sexual Abuse Molestation Coverage: Sexual abuse molestation insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

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F. Cyber Liability Coverage: Cyber liability insurance in an amount not less than \$2,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.00. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.

G. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited, Civil Rights Compliance. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

9. ADA Compliance. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

10. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

11. Interest of Contractor. The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

12. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment,

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gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.

13. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

15. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. Public Records. The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

17. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

18. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

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19. **Ownership, Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. **Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

21. **Changes.** The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

22. **Assignability.** The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.

23. **Termination for Cause.** If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

24. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.

25. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

26. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

27. **Entire Agreement.** This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

28. **Applicable Law and Venue.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

29. **Force Majeure.** The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes (“Force Majeure Events”) include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

30. **Electronic Signatures.** Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

31. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest required City approval authority.

32. **Federal Contract Requirements.** All Contractors with Agreements funded in whole or in part with federal funds are required to comply with 2 CFR Part 200, Appendix II. By signing this Agreement, the Contractor certifies compliance with the following, as applicable.

A. **Equal Employment Opportunity.** This provision shall apply to all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3.

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, or national origin. The Contractor will take affirmative action to ensure that applicants are employed,

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and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies invoked by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

(9) Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(10) The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(11) The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(12) The Contractor further agrees that it will refrain from entering into any contract or contract modification, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Davis Bacon Act. This provision shall be applicable to all prime construction contracts in excess of \$2,000.

(1) All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable.

(2) The Contractor shall: comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable; pay wages to laborers and mechanics

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at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; pay wages not less than once a week; and report all suspected or reported violations of these laws to the City, which will report the same to the Federal awarding agency.

C. Copeland “Anti-Kickback” Act. This provision shall be applicable to all prime construction contracts in excess of \$2,000.

(1) Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.

(3) A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.

D. Contract Work Hours and Safety Standards Act. These provisions shall apply to all contracts over \$100,000 that involve mechanics or laborers.

(1) The Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, and the requirements of 29 CFR Part 5.

(2) Overtime requirements. No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(3) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR §5.5, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 CFR §5.5.

(4) Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as

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may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 CFR §5.5.

(5) Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.

E. Rights to Inventions Made under a Contract or Agreement. These provisions shall apply to all funding agreements under 37 CFR § 401.2(a). If the federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City and Contractor must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the awarding agency.

F. Clean Air Act and Federal Water Pollution Control Act. These provisions shall apply to all contracts and subgrants over \$150,000. The Contractor shall:

(1) Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq. as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387);

(2) Report each violation of those laws to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the applicable federal agency, and the appropriate Environmental Protection Agency Regional Office; and

(3) Include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the applicable federal agency.

G. Debarment and Suspension. These provisions shall apply to all contracts. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).

(1) By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this Agreement been convicted or had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

(2) Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall notify the City in writing.

(3) The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction Contractor enters into.

(4) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

(5) With respect to competitive solicitations, the Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in the bidder's or proposer's lower tier covered transactions.

(6) The Contractor certifies the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

H. Byrd Anti-Lobbying Amendment. These provisions apply to all contracts. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

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agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.

(2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(4) For purposes of this Certification, the Agreement shall be considered a federal Agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(5) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

I. Procurement of Recovered Materials (2 CFR § 323). These provisions shall apply if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year).

(1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

(a) Competitively within a time frame providing for compliance with the Agreement performance schedule;

(b) Meeting Agreement performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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J. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 216. These provisions shall apply to all contracts.

(1) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(d) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(e) Telecommunications or video surveillance services provided by such entities or using such equipment.

(f) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(3) See Public Law 115-232, section 889 for additional information.

(4) See also § 200.471.

K. Domestic preferences for procurements (2 CFR § 200.322). These provisions apply to all contracts.

(1) As appropriate and to the extent consistent with law, the non-federal

entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

(a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

33. Responsibilities of Service Providers under Area Plans, 45 CFR §1321.65.

A. To the maximum extent feasible, the Contractor shall provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services.

B. With the consent of the older person (or representative of the older person), the Contractor shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.

C. Where feasible and appropriate, the Contractor will make arrangements for the availability of services to older persons in weather related emergencies.

D. The Contractor will assist participants in taking advantage of benefits under other programs.

E. The Contractor will assure that all services funded under this part are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: LA VIDA FELICIDAD INC

Approved By:	_____	Date:	_____
Name:	_____	Title:	_____

CITY OF ALBUQUERQUE:

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and NEW MEXICO CONSUMER DIRECT PERSONAL CARE LLC, 1120 Pennsylvania St NE, Suite 100, Albuquerque, NM 87110-7408 (“Contractor”).

RECITALS

WHEREAS, the City issued a Request for Proposals for the Family and Community Services Department, RFP-2025-727-YFS-FS, titled “Homemaker/Personal Care/Respite Service,” which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated October 31, 2025, in response to RFP-2025-727-YFS-FS, which is Exhibit B to this Agreement; and

WHEREAS, the City has determined that it will provide basic services to ensure that its residents are afforded access to the services required to maintain a reasonable quality of life; and

WHEREAS, these services enhance the health, wellness, education and public safety of the City of Albuquerque; and

WHEREAS, the City has appropriated funds (“City Funds”) for this purpose; and

WHEREAS, the Contractor represents that it has the experience, resources and expertise necessary to execute the activities and services desired; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto mutually agree as follows:

1. **Scope of Services.** The Contractor shall perform the following services (“Services”) in a satisfactory and proper manner, as determined by the City:

A. Service Activities and Outputs: The Contractor shall provide Homemaker, Personal Care and Respite services to eligible consumers, referred by the City of Albuquerque/Bernalillo County Area Agency on Aging or its designee. Services will be provided on activities as follows:

(1) Homemaker Services: Activities include laundry; making and changing bedding; light housekeeping such as washing dishes, vacuuming, dusting and mopping; cleaning bathroom, kitchen, and appliances; removing trash; washing inside windows; assisting with menu planning.

(2) Personal Care Services: Activities include assisting with bath, toileting, shampoo, shave, oral care, nail care, dressing, skin care, ambulation, transfers, mobility

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assistance, prompting or cuing, turning and positioning, reminding to take medications, preparing snack/meal, feeding, and encouraging fluids, possibly by a Home Health Aide.

(3) Respite Care: Homemaker/Personal Care Services in support of a senior to provide temporary relief to the caregiver; companionship, emotional support, and supervision to assure safety of care recipient.

B. Service Outcomes: Consumers receive 80% of the services outlined in their case plan.

C. Service Implementation and Reporting: The Contractor shall:

(1) Accept referrals from Area Agency on Aging or its Case Management Program designees and provide the delivery of services identified in a case plan prepared by the Case Management Program which specifies services to be provided, and the frequency and duration of such services. Costs associated with the delivery of services to clients other than those approved by the Area Agency on Aging shall not be billed to this Agreement.

(2) Arrange for services to be provided to individual clients within two (2) but no more than four (4) working days of the receipt of referral or at the date specified in the case plan.

(3) Confirm with the Case Management Program designees that services to each client have been initiated at the time requested. Where the Contractor cannot arrange for services to be delivered within the specified time period, the Case Management Program designees shall be notified immediately. Repeated failure to initiate services in a timely manner may be considered grounds for termination of this Agreement.

(4) Assure services shall be provided by qualified personnel who have completed a minimum of ten (10) hours of a care provider training curriculum which shall include an understanding of behavioral manifestations and intervention techniques for persons with dementia, including Alzheimer's disease.

(5) Assure personnel providing services to clients under this Agreement will receive a minimum of ten (10) additional hours of training/education during the period of the Agreement.

(6) Provide notification to the client or caregiver and to the Case Management Program of any interruption in the delivery of services to a client, prior to the scheduled visit.

(7) Immediately report changes in the environment, economic, health, intellectual or functional status of a client served to the Case Management Program.

(8) Enroll and serve individuals in accordance with policies and criteria established by the Area Agency on Aging.

(9) Assure that priority shall be given to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in

rural areas in accordance with their need for such services, in accordance with the Older Americans Act provisions.

(10) Not terminate services to any client without prior approval of the Case Management Program designee, except in situations where the Contractor has reasonable grounds to believe that continuation of the services jeopardizes the welfare of the provider. In such situations, immediate notification of the reasons for termination shall be provided to the Case Management Program designee.

(11) Monitor the provision of services provided under this Agreement to assure that all case plans are being adhered to.

(12) Conduct monthly meetings with the Case Management Program designed to discuss services provided, additional needs of clients, and reassessments for continued services for clients who have been served for a period of one year or more.

(13) Assure that all direct service employees receive a criminal background check in accordance with State law and be cleared of any criminal activities prior to delivering services under this Agreement. Evidence of such a check shall be maintained in personnel records.

(14) Comply with all applicable state, federal, and local laws, rules and regulations currently in effect, or which may become effective during the term of the agreement, including Health Insurance Portability and Accountability Act (HIPAA) and any related regulations, with regard to Personal Health Information, including without limitation, the handling, storage, disclosure, security and maintenance of Personal Health Information.

(15) Maintain documentation on all services provided under this Agreement. Such documentation must indicate the name of the consumer, consumer identification number, dates and hours of service received and other information required by the National Aging Program Information System (NAPIS).

(16) Submit detailed monthly reports on services rendered to the Area Agency on Aging in a form to be specified by the City. Reports must be received no later than the fifth (5th) working day of the month following the month for which the report is prepared.

(17) Take direction of the Area Agency on Aging on providing service to any eligible consumer of the Area Agency on Aging.

D. Goals and Objectives:

(1) To Achieve the City of Albuquerque's Goal 1: "People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy and educated."

(2) To enable older adults to age in place with dignity, provide Homemaker/Personal Care/Respite Services to eligible consumers age sixty (60) and over at the client's home to remain independent and to delay and avoid institutionalization.

2. **Term of Agreement.** The term of this Agreement shall start on July 1, 2025 and shall end on June 30, 2026, unless otherwise terminated as provided herein. In the event a delay in executing this Agreement causes a gap between July 1, 2025 and the date of execution of this Agreement, by signing this Agreement the parties ratify all actions taken in accordance with the terms and conditions of this Agreement from July 1, 2025 through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on July 1, 2025.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of Two Hundred Eighty-Two Thousand and No/100 (\$282,000.00), which amount excludes any applicable gross receipts tax. This amount shall constitute complete compensation for the Contractor's Services, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** Such amount shall be payable at the rate of: Thirty-Three and No/100 Dollars (\$33.00) per hour, which rate include any applicable gross receipt tax. Payments shall be made to the Contractor monthly for completed Services upon the City's receipt of Contractor's properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. **Appropriations.** Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

D. **Responsibility to Monitor Contract.** The Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager
Department of Finance and Administrative Services
City of Albuquerque

P.O. Box 470
Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000.00 **Per Occurrence** (or \$1,000,000 CGL and \$1,000,000 Umbrella)
\$2,000,000.00 **Policy Aggregate**
\$1,000,000.00 Products Liability/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
\$5,000.00 Medical Payments

The policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Commercial Automobile Liability Insurance (“CAL”). A CAL policy with not less than a \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

C. Workers' Compensation Insurance: Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico (“Act”). The Contractor acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Contractor agrees to provide proof to the City of any Workers' Compensation coverage the Contractor is required to carry at any point during the term of this Agreement. The City may terminate this Agreement if the Contractor fails to comply with this provision.

D. Professional Liability (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

E. Sexual Abuse Molestation Coverage: Sexual abuse molestation insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

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F. Cyber Liability Coverage: Cyber liability insurance in an amount not less than \$2,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.00. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.

G. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited, Civil Rights Compliance. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

9. ADA Compliance. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

10. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

11. Interest of Contractor. The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

12. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment,

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gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.

13. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

15. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. Public Records. The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

17. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

18. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

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19. **Ownership, Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. **Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

21. **Changes.** The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

22. **Assignability.** The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.

23. **Termination for Cause.** If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

24. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.

25. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

26. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

27. **Entire Agreement.** This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

28. **Applicable Law and Venue.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

29. **Force Majeure.** The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes (“Force Majeure Events”) include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

30. **Electronic Signatures.** Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

31. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest required City approval authority.

32. **Federal Contract Requirements.** All Contractors with Agreements funded in whole or in part with federal funds are required to comply with 2 CFR Part 200, Appendix II. By signing this Agreement, the Contractor certifies compliance with the following, as applicable.

A. **Equal Employment Opportunity.** This provision shall apply to all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3.

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, or national origin. The Contractor will take affirmative action to ensure that applicants are employed,

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and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies invoked by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

(9) Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(10) The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(11) The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(12) The Contractor further agrees that it will refrain from entering into any contract or contract modification, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Davis Bacon Act. This provision shall be applicable to all prime construction contracts in excess of \$2,000.

(1) All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable.

(2) The Contractor shall: comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable; pay wages to laborers and mechanics

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at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; pay wages not less than once a week; and report all suspected or reported violations of these laws to the City, which will report the same to the Federal awarding agency.

C. Copeland “Anti-Kickback” Act. This provision shall be applicable to all prime construction contracts in excess of \$2,000.

(1) Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.

(3) A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.

D. Contract Work Hours and Safety Standards Act. These provisions shall apply to all contracts over \$100,000 that involve mechanics or laborers.

(1) The Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, and the requirements of 29 CFR Part 5.

(2) Overtime requirements. No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(3) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR §5.5, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 CFR §5.5.

(4) Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as

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may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 CFR §5.5.

(5) Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.

E. Rights to Inventions Made under a Contract or Agreement. These provisions shall apply to all funding agreements under 37 CFR § 401.2(a). If the federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City and Contractor must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the awarding agency.

F. Clean Air Act and Federal Water Pollution Control Act. These provisions shall apply to all contracts and subgrants over \$150,000. The Contractor shall:

(1) Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq. as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387);

(2) Report each violation of those laws to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the applicable federal agency, and the appropriate Environmental Protection Agency Regional Office; and

(3) Include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the applicable federal agency.

G. Debarment and Suspension. These provisions shall apply to all contracts. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).

(1) By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this Agreement been convicted or had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

(2) Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall notify the City in writing.

(3) The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction Contractor enters into.

(4) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

(5) With respect to competitive solicitations, the Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in the bidder's or proposer's lower tier covered transactions.

(6) The Contractor certifies the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

H. Byrd Anti-Lobbying Amendment. These provisions apply to all contracts. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

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agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.

(2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(4) For purposes of this Certification, the Agreement shall be considered a federal Agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(5) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

I. Procurement of Recovered Materials (2 CFR § 323). These provisions shall apply if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year).

(1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

(a) Competitively within a time frame providing for compliance with the Agreement performance schedule;

(b) Meeting Agreement performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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J. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 216. These provisions shall apply to all contracts.

(1) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(d) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(e) Telecommunications or video surveillance services provided by such entities or using such equipment.

(f) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(3) See Public Law 115-232, section 889 for additional information.

(4) See also § 200.471.

K. Domestic preferences for procurements (2 CFR § 200.322). These provisions apply to all contracts.

(1) As appropriate and to the extent consistent with law, the non-federal

entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

(a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

33. Responsibilities of Service Providers under Area Plans, 45 CFR §1321.65.

A. To the maximum extent feasible, the Contractor shall provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services.

B. With the consent of the older person (or representative of the older person), the Contractor shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.

C. Where feasible and appropriate, the Contractor will make arrangements for the availability of services to older persons in weather related emergencies.

D. The Contractor will assist participants in taking advantage of benefits under other programs.

E. The Contractor will assure that all services funded under this part are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: NEW MEXICO CONSUMER DIRECT PERSONAL CARE LLC

Approved By:	_____	Date:	_____
Name:	_____	Title:	_____

CITY OF ALBUQUERQUE:

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____

Approved		Date:	
By:	_____		_____
Name:	_____	Title:	_____