

Item #20-0368

Item#12-1018

Munis Contract# 3200666

CITY OF SANTA FE AMENDMENT No. 2 TO PROFESIONAL SERVICES AGREEMENT ITEM#12-1018

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 08, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Cannon Cochran Management Service, Inc. (CCMSI) (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide claims management services to the City regarding the matter of workers compensation and general liability third party claims.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

I. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for service rendered, a sum not to exceed one hundred ninety eight thousand one hundred forty one dollars (\$198,141) for FY 2020-21, inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated

herein.

2. TERM:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2021.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

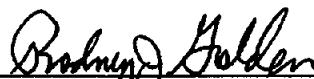
CITY OF SANTA FE:

CONTRACTOR:
CANNON COCHRAN MANAGEMENT
SERVICES, INC.



ALAN WEBBER, MAYOR

DATE: Aug 20, 2020



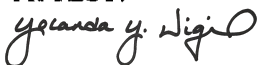
RODNEY J. GOLDEN
CHIEF OPERATIONS OFFICER

DATE: 6/11/20

CRS#02-498336-005

Registration #

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 07/29/2020

CITY ATTORNEY'S OFFICE: GC



Marcos Martinez (Jun 10, 2020 10:54 HDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:



MARY MCCOY, FINANCE DIRECTOR

6001750.555300 (GL)

6100231.510300 (WC)

Org. Name/Org.#



City of Santa Fe New Mexico

Finance Department

Memorandum



DATE: June 9, 2020

TO: Finance Committee

FROM: Bradley Fluetsch, CFA, Planning and Investment Officer

VIA: Fran Dunaway, Chief Procurement Officer

RE: Request of Approval-Amendment #2, PSA #12-0718

SUMMARY:

Amendment to professional service agreement with Cannon Cochran Management Services, Inc. (#12-0718) in the amount of \$198,141 for Comprehensive Insurance Program Coverage for third party administrative and adjusting services for our workers compensation and general liability claims.

Funding is available in business unit and line item 6001750.555300 (Risk-General Liability) and 6100231.510300 (Human Resources-Workers Compensation) for 2020-2021 fiscal year budgets.

Attached is Amendment #2 of original PSA (#12-0718) with CCMSI. This amendment is to simply extend a year of services for fiscal year 2020-2021. No other terms and conditions of the original PSA were changed.

APPROVAL:

Recommendation of approval of Amendment #2 for PSA #12-0718 with Cannon Cochran Management Services, Inc. (CCMSI)



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** ☐ or **CONTRACT AMENDMENT** ☒

2 Name of Contractor Cannon Cochran Management Services, Inc.

3 Complete information requested

☐ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$155,737

Termination Date: 06-30-2020

☐ Approved by Council

Date: 06-13-12

☐ or by City Manager

Date: _____

Contract is for:

Amendment # 13-1018 to the Original Contract# 12-0718

Increase/(Decrease) Amount \$ 198,141

Extend Termination Date to: 6-30-2021

☐ Approved by Council

☐ or by City Manager

Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ 155,737 of original Contract# 12-0718 Termination Date: 06-30-20

Reason: Comprehensive Insurance Program Coverage

Amount \$ 161,188 amendment # 13-1018 Termination Date: 6-30-20

Reason: Language clarification to reflect a 3% increase annually

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 1,367,482.08



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# '12/19P Date: 6-13-12
RFQ ☐ Date: _____
Sole Source ☐ Date: _____
Other _____

6 Procurement History: Last year of contract for extension of another year
example: (First year of 4 year contract)

Alexis Lotero
Alexis Lotero (Jun 26, 2020 12:06 PM)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: Gen-Liab-Third Party Admin & Professional Services **Org/Obj** 60001750.555300 & 6100231.510300

Alexis Lotero
Alexis Lotero (Jun 26, 2020 11:53 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Melanie Lovato

Phone # 505-490-1693

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



CCMSHOL-01

SSHOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2019

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 Mesiro Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	CONTACT NAME: PHONE (A/C, No, Ext): (312) 595-6200 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: National Fire Insurance Company of Hartford 20478 INSURER C: Continental Insurance Company 35289 INSURER D: Great American E & S Insurance Company 37532 INSURER E: INSURER F:
INSURED CCMSI Holdings, Inc 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	

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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6079556217	11/17/2019	11/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 EE Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6079556220	11/17/2019	11/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6079556248	11/17/2019	11/17/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	6079556234	11/17/2019	11/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	Professional Liabili		TER2859945	7/31/2019	7/31/2020	SIR \$150,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following are included as Additional Insured with respect to General Liability when required by written Contract:

1. City of Santa Fe

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
ATTN: Risk Management
PO Box 909
Santa Fe, NM 87504

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

ITEM # 13-1018

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 8, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Cannon Cochran Management Service, Inc (CCMSI) (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide claims management services to the City regarding the matter of workers compensation and general liability third party claims.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3 paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifty five thousand seven hundred thirty seven dollars (\$155,737) for FY 2012-13, one hundred sixty one thousand one hundred eighty eight dollars (\$161,188) for FY 2013-14, one hundred sixty six thousand eight hundred thirty dollars (\$166,830) for FY 2014-15, one hundred seventy two thousand six hundred sixty

nine dollars (\$172,669) for FY 2015-16, one hundred seventy eight thousand seven hundred twelve dollars (\$178,712) for FY 2016-17, one hundred eighty four thousand nine hundred sixty seven dollars (\$184,967) for FY 2017-18, one hundred ninety one thousand four hundred forty one dollars (\$191,441) for FY 2018-19, and one hundred ninety eight thousand one hundred forty one dollars (\$198,141) for FY 2019-20, inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated herein.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.


IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
CANNON, COCHRAN MANAGEMENT
SERVICES, INC.



DAVID COSS, MAYOR

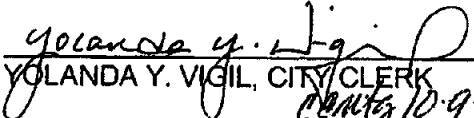


ROBERT J. GOLDEN
CHIEF OPERATING OFFICER
Rodney J Golden

Date: 10-15-13

Date: 9/4/13

ATTEST:




YOLANDA Y. VIGIL, CITY CLERK
cert 10-9-13

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY 8/29/13

APPROVED:



MARCOS A. TAPIA 10/15/13
FINANCE DIRECTOR

62111.510300
Business Unit/Line Item

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2013

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 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). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER Mackey Team Mesriow Insurance Services 353 N. Clark Street Chicago, IL 60654	CONTACT NAME: Leah Cozad PHONE (A/C, No, Ext): 312 595-7142 FAX (A/C, No): 312 595-7163 E-MAIL ADDRESS: lcozad@mesriowfinancial.com														
INSURED CCSI Holdings, Inc 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Comp</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co.</td> <td>25674</td> </tr> <tr> <td>INSURER C: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E: Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Comp	25615	INSURER B: Travelers Property Casualty Co.	25674	INSURER C: Phoenix Insurance Company	25623	INSURER D: Federal Insurance Company	20281	INSURER E: Navigators Insurance Company	42307	INSURER F:	
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INSURER D: Federal Insurance Company	20281														
INSURER E: Navigators Insurance Company	42307														
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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			P6301918P719COF12	11/17/2012	11/17/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			P6301918P719COF12	11/17/2012	11/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP1918P719TIL12	11/17/2012	11/17/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PNUB1918P71912	11/17/2012	11/17/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	E&O-Primary \$5M			82257026	07/31/2013	07/31/2014	\$5M Occ/\$5M Agg
E	E&O-\$5M XS \$5M			NY13MPL000712IC	07/31/2013	07/31/2014	\$5M Excess

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate issued as evidence of coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe PO Box 909 Santa Fe, NM 87504	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 
------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Cannon Cochean Management Services Inc.

3 Complete information requested ☐ Plus GRT

Original Contract Amount: \$155,737

☒ Inclusive of GRT

Termination Date: 6/30/2020

☒ Approved by Council Date: 6/18/12

☐ or by City Manager Date: _____

Contract is for: _____

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: _____

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 155,737 of original Contract# 12-0718 Termination Date: 6/30/20

Reason: Comprehensive Insurance Program Coverage

Amount \$ 161,188 amendment # 1 Termination Date: 6/30/20

Reason: language clarification to reflect 3% annual increase

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



- Other _____

- 8 Any out-of-the ordinary or unusual issues or concerns:**

9 Staff Contact who completed this form: Carlos Ramirez

Phone # 5622

- 10 **Certificate of Insurance attached.** (if original Contract) ☒

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

Contract #

Date of contract Executed (i.e., signed by all parties):

Comments:[illegible]

City of Santa Fe, New Mexico

memo

COY

Date: September 18, 2013

To: Finance Committee

From: Barbara Boltrek, Risk & Safety Manager *CR for BB*
Office of Risk Management

Via: Robert Rodarte, Officer
Purchasing Division *ny*

Subject: Request for Approval – Amendment #1, PSA #12-0718

Summary:

On June 13, 2012, the City Council awarded RFP# '12/19/P for Comprehensive Insurance Program Coverage. Within this proposal was a quote for third party administrative and adjusting services for our workers compensation and general liability claims. Upon the award of the RFP, the Office of Risk Management entered into a Professional Services Agreement with Cannon Cochran Management Services Inc. (CCMSI) for such services.

Attached is Amendment #1 of the original PSA (#12-0718) with CCMSI. This amendment is to simply clarify the annual compensation amount for the term of the original PSA. No other terms and conditions of the original PSA were changed.

Funding is available in business unit and line item: 62111-510300.

Approval:

Recommendation for approval of Amendment #1 for PSA (12-0718), with Cannon Cochran Management Services Inc.

Attachments: PSA #12-0718
Amendment #1
Summary of Contracts

Client#: 67967

CCMSHOL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/02/2012

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.

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PRODUCER Mackey Team Mesrow Insurance Services, Inc. 353 N. Clark Street Chicago, IL 60654		CONTACT NAME: Leah Cozad PHONE (A/C, No, Ext): 312 595-7142 FAX (A/C, No): 312 595-7163 E-MAIL ADDRESS: lcozad@mesrowfinancial.com															
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COVERAGES

CERTIFICATE NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		P6301918P719COF11	11/17/2011	11/17/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		P8101918P719COF11	11/17/2011	11/17/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PSMCUP1918P71909TI	11/17/2011	11/17/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PHUB1918P71911	11/17/2011	11/17/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	E&O - Primary \$5M		NY11MPL000712IC	07/31/2011	07/31/2013	\$5M Occ/\$5M Agg
E	E&O - \$5M XS \$5M		006761856	07/31/2011	07/31/2013	\$5M Excess

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate issued as evidence of coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
 PO Box 909
 Santa Fe, NM 87504

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

John P. Bickel

EXHIBIT "A"
FEE AND PAYMENT SCHEDULE
City of Santa Fe

Managed Care Services	FEE
Telephonic as well as Field Nurse Case Management	\$86.10 per hour \$.41 per mile Expenses – Actual
Utilization Review/Utilization Management ALAE Fees as follows:	
Bill processing fee Bill Reduction CCMSI PPO Bill Reduction all other PPO networks Duplicate Bills Denied Bills Indexing EDI SCHIP Reporting	\$7.00 per bill 15% Savings 30% Savings No Charge No Charge \$15 per index \$10 FROI, \$5 SROI \$25 per report

Pricing Includes Gross Receipts Tax (GRT). If the GRT increases or decreases during the contract period then the amounts will change based on the new rates.



CCMSHOL-01

LCOZAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2020

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 Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	CONTACT NAME: PHONE (A/C, No, Ext): (312) 595-6200 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: National Fire Insurance Company of Hartford INSURER C: Continental Insurance Company INSURER D: Great American E & S Insurance Company INSURER E: INSURER F:	
INSURED CCMSI Holdings, Inc 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	NAIC # 20443 20478 35289 37532	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6079556217	11/17/2019	11/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EE Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6079556220	11/17/2019	11/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6079556248	11/17/2019	11/17/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6079556234	11/17/2019	11/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	E&O		TER2860978	7/31/2020	7/31/2021	SIR \$150,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following are included as Additional Insured with respect to General Liability when required by written Contract:

1. City of Santa Fe

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
ATTN: Risk Management
PO Box 909
Santa Fe, NM 87504

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

Cannon Cochran Management Services, Inc.
4300 SAN MATEO BLVD NE STE A300
ALBUQUERQUE NM 87110

License No: 1800006771

State of New Mexico

NPN: 1040560

OFFICE OF THE SUPERINTENDENT OF INSURANCE

Cannon Cochran Management Services, Inc.

3510 NORTH CAUSEWAY BLVD STE 400
METAIRIE LA 70002

This is to certify that pursuant to requirements of the Insurance Code of New Mexico the above named is qualified to do business in New Mexico with the authority listed below.

LICENSE/REGISTRATION	LICENSE		LINE OF AUTHORITY
	ISSUE DATE	EXPIRATION DATE	
Independent Adjuster	05/01/2020	04/30/2022	
Insurance Producer	05/01/2020	04/30/2022	Casualty, Property
Third Party Admin	05/01/2020	04/30/2022	Accident and Health or Sickness, Casualty, Life, Property



This qualification shall remain in effect until the expiration date, when applicable, unless previously suspended, revoked or terminated pursuant to the law and regulations in force.

to validate the accuracy of this license you may review the same at
<https://sbs.naic.org/solar-external-lookup/>


Russell Toal
Superintendent of Insurance

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Cannon Cochran Management Services, Inc (CCMSI) (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Self-insured Workers' Compensation Claims Administration.

1) Review all claim and loss reports received from City during the term of this Agreement and process each claim or loss report in accordance with applicable statutory and administrative regulations.

2) Conduct an investigation of each reported claim or loss under subparagraph (1) above (hereinafter referred to as a "qualified claim or loss") to the extent deemed necessary by Contractor in the performance of its obligations hereunder.

3) Arrange for independent investigators or medical or other experts to the extent deemed necessary by Contractor in connection with processing any qualified claim or loss.

4) Pay medical and death benefits, temporary and permanent disability compensation and other losses and expenses, but only if in the sole judgment of Contractor, such payment would be prudent for the City and the anticipated amount thereof does not exceed the limit specified or the City specifically approves or directs such action in writing.

5) Perform reasonable and necessary administrative and clerical work in connection with qualified claims or losses including the preparation of checks bearing the name of City and drawn on the account or accounts established pursuant to paragraph 2(D) below.

6) Maintain a file for each qualified claim or loss which shall become the property of City and which shall be available for review by the City at any

reasonable time.

7) Notify excess insurers of all qualified claims or losses with values that may exceed the City's retention, providing such insurers with necessary information on the current status of those claims or losses, unless relieved of this obligation by the City, pursuant to paragraph 2(A) below.

8) The Contractor's control supervisor shall review all open claims, at least monthly to make certain that claims and expense reserves are accurately set at the ultimate expected cost (no step reserving).

9) The Contractor shall assist the City Attorney with selection of counsel to defend qualified claims or losses, if requested by the City.

10) The Contractor shall assist the City's counsel, if requested, in preparing the defense of litigated cases, negotiating settlements and pursuing subrogation or contribution actions.

11) In the event of a fatality resulting from an on-the-job injury, personal contact with the family is required as soon as possible to explain benefits.

12) Personal contact with the claimant or claimant's family is required within 24 hours of receipt of a claim indicating an injury requiring hospitalization or immediate surgery.

13) All indemnity lost time claims shall be handled to conclusion by the same adjuster. The control supervisor may assign lost time claims to a telephone claims representative if the injury has stabilized and is of a type which requires a long term rehabilitation or healing process (or for other good reason with which is documented in the file).

14) In person statements are required from every claimant receiving weekly benefits or settlements. Telephonically recorded statements are acceptable in unusual circumstances.

15) Medical only claims will be handled by the control office; however, if a medical only claim develops into a lost time injury, the case will be reassigned to a lost time adjuster. The control supervisor may alter this procedure if warranted but must indicate the exceptional reason in the claim file. Copies of correspondence indicating status of claim must be provided to the city claims administrator.

16) Monitor the treatment programs recommended for employees by physicians, specialists and other health care providers by reviewing all reports prepared by them and maintaining such contact with these providers as may be

appropriate in the sole judgment of the Contractor.

17) As the City directs, assist in interpreting medical reports to consider the circumstances under which an ill or injured employee could return to work in the shortest period of time.

18) Assist the City in arranging for rehabilitation or retraining of employees in appropriate cases.

19) Maintain a current estimate of the expected total cost of each qualified claim or loss that considers indemnity, medical and expense components and is based on facts known at the estimation date, but is not trended or actuarially developed.

20) Utilize computer programs to furnish to the City selected loss and information reports either monthly, quarterly or annually which are entitled:

- i. Composite claim summary, with graphs by division yearly and monthly
- ii. Accident trend report, with graphs by division monthly
- iii. Loss analysis report, with graphs by division monthly
- iv. State reports, as needed
- v. Accumulated report monthly
- vi. Injury codes to identify body part and type
- vii. Number system of claims to identify type
- viii. Program access City staff
- ix. Indexing
- x. Check register monthly

These reports shall contain such information as incident date, condensed incident description, department, other identifiers, payments made, estimated future costs and total expected costs of claims or losses, as well as summary and other data deemed relevant by the Contractor, but not IBNR (incurred but not reported) claims or actuarially developed loss values.

22) Annually report federal, state and local 1099 information under the City's tax identification numbers, when the City has provided all required IRS authorizations, for vendor payments issued by the Contractor on bank accounts owned by the City, but not for payment authorizations when the Contractor does not issue the checks.

23) Provide narrative reports of major or litigated claims, if requested by the City.

24) Provide claim forms and other forms believed by the Contractor to be appropriate for the efficient operation of the self-insurance program.

25) Return to the City all claim files upon termination of the contract at the City's expense.

B. Medical Control:

1) The control supervisor shall establish reasonable and customary fees negotiated with providers for service to employees including doctor visits, therapy and other injury related costs. The control supervisor shall direct all appointments after work hours when possible in accordance with the New Mexico Workers' Compensation Act.

(2) Assist the City, where State rules and regulations permit, in the selection of a panel of physicians or other providers of health care to initially treat employees and a panel of medical specialists to provide long-term or specialty care.

(3) Consult with the City in order to develop ways of using medical facilities and providers more effectively.

C. Employee Consulting:

1) As the City directs, provide information to ill or injured employees regarding the benefits available under the self-insurance program and counsel any such employees who wish to obtain the assistance of third parties in dealing with problems arising out of work-related illnesses or injuries.

2) If the City requests, consult with employee groups in regard to specific aspects of the self-insurance program.

3) Assist the City in developing policies and procedures to ensure that an employee's return to work or reassignment is consistent with any findings of an appropriate state administrative agency.

D. Program Development, upon the City's request:

1) Consult with the City on the establishment and coordination of necessary procedures and practices to meet any applicable state requirements and the needs of the City.

2) Participate in the orientation of the City's personnel who are directly or indirectly involved in the processing of qualified claims or losses.

3) Provide information on changes or proposed changes in certain legislation, regulations or rules affecting the responsibility of the City.

4) Review the development of the self-insurance program periodically with representatives of the City in order to identify problems and recommend

corrective action.

E. Contractor shall furnish appropriate renewal application forms and, upon the City's written request, shall file all periodic reports and renewal applications required by state administrative agencies to maintain the City's self-insurance program.

F. Contractor shall not provide any risk control services.

G. Contractor may subcontract to its affiliated corporations various services to be provided under this agreement. It is understood, however, that Contractor will be responsible for the performance of all services to be provided to the City hereunder in accordance with this agreement, including any subcontracted services.

H. Claim Administration.

1) Claim Management and Administration. In compliance with its Best Practices, CCMSI will manage and administer all claims of the Client that occur during the period of this Agreement. All claim payments shall be made with Client funds. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.

2) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.

3) Claim Reserves. CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.

4) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:

(a) Independent medical examinations of claimants;

(b) Managed care expenses, which include the services provided by comp mc™, CCMSI's proprietary managed care program. Examples of managed care expenses includes but is not limited to PPO net works, utilization review, nurse case management, medical bill audits

and medical bill review;

(c) Fraud detection expenses, such as surveillance, which include the services provided by fire, CCMSI's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;

(d) Attorneys, experts and special process servers;

(e) Court costs, fees, interest and expenses;

(f) Depositions, court reporters and recorded statements;

(g) Independent adjusters and appraisers;

(h) Index bureau and OFAC (Office of Foreign Assets Control) charges;

(i) MMSEA/SCHIP compliance charges;

(j) Electronic Data Interchanges, EDI, charges if required by State law;

(k) CMSI personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;

(l) Actual reasonable expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management;

(m) Police, weather and fire report charges that are related to claims being administered under Client's program;

(n) Charges associated with accident reconstruction, cause and origin investigations, etc.;

(o) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;

(p) Charges associated with Medicare Set-Aside Allocations;

(q) Other expenses normally recognized as ALAE by industry standards.

I. Subrogation. CCMSI will monitor claims for subrogation

J. Provision of Reports. CCMSI agrees to provide reports to the Client as upon request.

K. Risk Management Services. CCMSI will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties.

L. Managed Care Services. CCMSI will provide the Client with managed care services (comp mc™) upon mutual agreement of the parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit "A".

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifty five thousand seven hundred thirty seven dollars (\$155,737), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered and pre-approved expenses at a rate of twelve thousand nine hundred seventy eight dollars and eight cents (\$12,978.08) per month, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2020, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is partially based upon hourly rates and partially not based upon hourly rates for services rendered. Therefore, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor 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 this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be

employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any

reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision

in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an

amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the

following addresses:

City of Santa Fe:
Barbara Boltrek
Risk Management
P.O. Box 909
Santa Fe, NM 87504

Contractor:
Cannon Cochran Management Services, Inc
4300 San Mateo NE A300
Albuquerque, NM 87110

IN WITNESS WHEREOF, the parties have executed this Agreement on the date
set forth below.

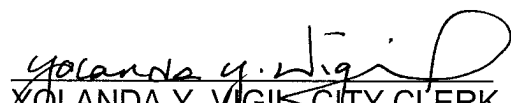
CITY OF SANTA FE:




DAVID COSS, MAYOR

DATE: 8/10/12

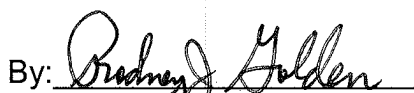
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
8/8/12

APPROVED AS TO FORM:


GENO ZAMORA, CITY ATTORNEY
7/6/12

CONTRACTOR:
CCMSI

By: 
Rodney J. Golden
Chief Operating Officer

CRS # 02-498336-005
City of Santa Fe Business
Registration # 12-00046454

APPROVED:


DR. MELVILLE L. MORGAN
FINANCE DEPARTMENT DIRECTOR
8/9/12

62111.510300
Business Unit Line Item

EXHIBIT "A"
FEE AND PAYMENT SCHEDULE
City of Santa Fe

<u>Managed Care Services</u>	FEE
Telephonic as well as Field Nurse Case Management	\$86.10 per hour \$.41 per mile Expenses – Actual
<u>Utilization Review/Utilization Management</u> <u>ALAE</u> <u>Fees as follows:</u>	
Bill processing fee	\$7.00 per bill
Bill Reduction CCMSI PPO	15% Savings
Bill Reduction all other PPO networks	30% Savings
Duplicate Bills	No Charge
Denied Bills	No Charge
Indexing	\$15 per index
EDI	\$10 FROI. \$5 SROI
SCHIP Reporting	\$25 per report

Pricing includes Gross Receipts Tax (GRT). If the GRT increases or decreases during the contract period then the amounts will change based on the new rates.

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 20, 2020 08:07 MDT)

Email: gfcardenas@santafenm.gov

GB 20-0368 FINANCE A3 to 12-1018 Cannon Cochran Management Services Inc-03

Final Audit Report


2020-08-20

Created:	2020-08-19
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfzKsg-3gcRjPJwcfGCx5iRU9AiyAF8Q8


"GB 20-0368 FINANCE A3 to 12-1018 Cannon Cochran Management Services Inc-03" History

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