

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Occupational Health Centers of the Southwest, PA dba Concentra Medical Centers**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

**WHEREAS**, the Contractor is one of such requisite ability and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

**WHEREAS**, the Contractor does hereby accept its designation as occupational medical professional service provider, rendering services related to the below services for the City, as set forth in this Agreement; and

**WHEREAS**, it is agreed by the parties that the performance of the professional services is for a period of [4 years], as directed by the City.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Scope of Work.**

The Contractor shall provide the following services for the City:

- A. The Contractor shall, as needed, perform non-injury Department of Transportation physicals for Commercial Driver's License Medical Card recertification's for Transit Division employees.
- B. The Contractor must be a Federal Motor Carrier Safety Administration certified Medical Examiner.
- C. Commercial Driver's License Medical Card certification examination must be conducted by a medical examiner listed on the National Registry of Certified Medical Examiner as required by 49 CFR 391.43.

- D. The physical exam must be conducted pursuant to 49 CFR 391.41 to 391.49.
- E. The contractor must complete the Medical Examination Report Form, MCSA-5875.
- F. The Contractor shall issue a Medical Examiner's Certificate (Medical Card), (49 CFR 391.41-391.49) after the Driver Fitness Determination on the Medical Examination is completed and approved.
- G. Fit for Duty Physical, will be requested, as needed.
- H. The contractor will receive a written request from the Employee Relations Bureau that will include the employee's job description and the applicable pre-employment physical report.
- I. The Contractor must complete in its entirety the Medical Certification of Fitness for Duty Form, (Form A-967a), using accepted medical techniques to answer the questions as requested.
- J. N95 Fit testing as well as the Full Respirator Testing.
- K. Both services should begin with the OSHA Questionnaire to determine if the employee can proceed directly to the mask fitting.
- L. Depending on the results of the Questionnaire, the Provider may determine that additional testing is required necessitating the Pulmonary Function testing and then if required the Respirator Physical.
- M. All parts of the procedures are not required each time, only as determined by the Questionnaire and the Medical Providers review and determination of those results.
- N. Services shall be performed and be completed satisfactory to the Department with the instructions provided by the Department.
- O. The Contractor shall provide and charge only for those services requested by the Department.
- P. No services may be contracted except as agreed upon in advance by the parties to this Agreement.
- Q. Upon execution of this Agreement, the Contractor shall commence work at the Department's request and services shall conform to the description of services as set forth herein or as hereafter mutually agreed to in writing.

**2. Standard of Performance; Licenses.**

A. The Contractor represents that Contractor possesses the personnel, 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.

**2. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates provided below:

<b>Services</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
DOT Physical	<b>\$75.00</b>	<b>\$77.25</b>	80.00	<b>\$80.00</b>
DOT Physical Pre-placement	<b>\$75.00</b>	<b>\$77.25</b>	80.00	<b>\$80.00</b>
DOT Physical Recertification	<b>\$75.00</b>	<b>\$77.25</b>	80.00	<b>\$80.00</b>
DOT Physical Recertification	<b>\$75.00</b>	<b>\$77.25</b>	80.00	<b>\$80.00</b>
OSHA Questionnaire	\$40.50	\$40.50	\$40.50	\$40.50
N95 Mask Fitting	\$47.50	\$47.50	\$47.50	\$47.50
<b>N95 Mask Fitting Total</b>	<b>\$88.00</b>	<b>\$88.00</b>	<b>\$88.00</b>	<b>\$88.00</b>
OSHA Questionnaire	\$40.50	\$40.50	\$40.50	\$40.50
Respirator Fit Testing	\$50.50	\$50.50	\$50.50	\$50.50
Respirator Physical	\$70.50	\$70.50	\$70.50	\$70.50
N95 Mask Fitting	\$47.50	\$47.50	\$47.50	\$47.50
<b>Respirator Fit Testing Total</b>	<b>\$209.00</b>	<b>\$209.00</b>	<b>\$209.00</b>	<b>\$209.00</b>

Such compensation not to exceed (\$32,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$2,700) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$34,700). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than ninety (90) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon

certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30<sup>th</sup>, 2026** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. 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.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**19. Professional Liability Insurance.**

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.

**20. Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

**A. Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy

or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**21. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

**22. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**23. 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.

**24. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**25. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other



provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**26. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:  
Thomas Martinez  
Transit Division  
2931 Rufina  
Santa Fe, New Mexico 87505

To the Contractor:  
Occupational Health Centers of The Southwest, P.A.,  
Attn: Legal Dept.  
5080 Spectrum Dr. Ste 1200 West Tower  
Addison, TX 75001

**27. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**28. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**29. Non-Collusion.**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

**30. Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect

damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**31. Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**32. Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

John Blair  
John Blair (Mar 8, 2023 17:34 MST)

JOHN BLAIR, CITY MANAGER

R. G. Hassett DO, MPH  
R. G. Hassett DO, MPH (Jan 11, 2023 14:44 CST)

Robert Hassett  
President, Treasurer and Corporate  
Secretary

DATE: Jan 11, 2023

CRS# 02220210002

Registration # 224195

ATTEST:

Kristine Bustos

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY’S OFFICE:

Marcos Martinez  
Marcos Martinez (Nov 10, 2022 16:14 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Mar 7, 2023 18:03 MST)

EMILY OSTER, FINANCE DIRECTOR

Transit/5400091  
Org. Name/Org#.




# City of Santa Fe, New Mexico


## Memorandum



**DATE:** February 27th, 2023

**TO:** John Blair, City Manager

**VIA:** Regina Wheeler, Public Works Director   
RW

**FROM:** Jacqueline Romero, Administrative Assistant 

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**ACTION:**

Approve contract not to exceed \$32,000.00 in its entirety with Occupational Health Centers dba Concentra Medical Centers for non-injury DOT physicals for CDL recertification as well as N95 Fit testing and Full Respirator Testing for Transit employees; Jacqueline Romero, [jnromero@santafenm.gov](mailto:jnromero@santafenm.gov) 505-955-2008.

**PROCUREMENT METHOD:**

The procurement method was completed by 3 quotes and Occupational Health was the best to accommodate our needs. A contract was sent to Occupational Healthy for signature and while waiting for finalization the 3 quotes expired and new quotes were obtained. This 4 year contract will expire on June 30<sup>th</sup>, 2026.

**CONTRACT NUMBER:**

The FY23 Munis contract number is 3203416.

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** TRANSBUS/540

**Munis Org Name/Number:** Trans Admin/5400091

**Munis Object Name/Number:** Compliance Services/510250



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2022

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).

<b>PRODUCER</b> The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-	<b>CONTACT NAME:</b> Concentra Unit <b>PHONE (A/C. No. Ext):</b> 215-567-6300 <b>E-MAIL ADDRESS:</b> Concentra_Unit@grahamco.com		<b>FAX (A/C. No.):</b> 215-405-2694													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER B : Liberty Mutual Fire Ins. Co.</td> <td>23035</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D : Liberty Mutual Insurance Group</td> <td>23043</td> </tr> <tr> <td>INSURER E : American Guarantee &amp; Liability Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER F : Allied World Assurance Company, AG</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Columbia Casualty Company	31127	INSURER B : Liberty Mutual Fire Ins. Co.	23035	INSURER C : Liberty Insurance Corporation	42404	INSURER D : Liberty Mutual Insurance Group	23043	INSURER E : American Guarantee & Liability Ins. Co.	26247	INSURER F : Allied World Assurance Company, AG
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<b>INSURED</b> Occupational Health Centers of The Southwest PA c/o Select Medical Corporation 4716 Old Gettysburg Rd. Mechanicsburg PA 17055	CONCGRO-01															

**COVERAGES**

CERTIFICATE NUMBER: 1031718115

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 INSD	SUBR 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 <input checked="" type="checkbox"/> Professional Lia <input checked="" type="checkbox"/> \$1M Claim/\$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HAZ 4032244581-7	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-631-510199-322	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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 \$ 3,000,000			HMC 4032235752	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 10,000,000 \$
C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-63D-510199-352 WC5-631-510199-362	4/1/2022 4/1/2022	4/1/2023 4/1/2023	<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
E F	Property Excess Liability			ZMD0119116-07 C023701-008	1/1/2023 1/1/2023	1/1/2024 1/1/2024	SEE BELOW \$10M Each Occurrence \$10M Aggregate

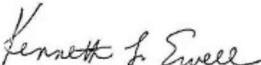
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a \$3,000,000 Self-Insured Retention each Occurrence/Claim subject to a \$18,000,000 Aggregate.

PROFESSIONAL LIABILITY COVERAGE includes Case Management Services including the rendering of case management or utilization review performed by insured for others.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-9; Effective 1/1/2023-1/1/2024 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF SANTA FE TRANSIT DIVISION 2931 RUFINA STREET THOMAS MARTINEZ SANTA FE NM 87505	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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**ADDITIONAL REMARKS SCHEDULE**

AGENCY The Graham Company		NAMED INSURED Occupational Health Centers of The Southwest PA c/o Select Medical Corporation 4716 Old Gettysburg Rd. Mechanicsburg PA 17055	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-9; Effective 1/1/2023-1/1/2024 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-9; Effective 1/1/2023-1/1/2024 - \$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244628-9; Effective 1/1/2023-1/1/2024 - \$500,000 Each Medical Incident/\$1,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-9; 1/1/2023-1/1/2024 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-9; 1/1/2023-1/1/2024 - \$1,000,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

WORKERS COMPENSATION - Occupational Health Centers of California, A Medical Corporation - Liberty Mutual Insurance Corp. - Policy #WA5-63D-510199-312; Effective: 4/1/2022-4/1/2023

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Insurance Corp. - Policy #WA7-63D-510199-402; Effective: 4/1/2022-4/1/2023

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Mutual Insurance Corp. - Policy #WC5-631-510199-252 (WI); Effective: 4/1/2022-4/1/2023

**ADDITIONAL WORKERS COMPENSATION POLICIES:**

OHC of Arkansas – Liberty Insurance Corp. - Policy #WC7-631-510199-282; Effective: 4/1/2022-4/1/2023

OHC of Southwest (AZ/UT) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-242; Effective: 4/1/2022-4/1/2023

OHC of Delaware – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-332; Effective: 4/1/2022-4/1/2023

OHC of Georgia/Hawaii – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-382; Effective: 4/1/2022-4/1/2023

OHC of Illinois – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-412; Effective: 4/1/2022-4/1/2023

OHC of Louisiana – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-292; Effective: 4/1/2022-4/1/2023

OHC of Michigan – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-272; Effective: 4/1/2022-4/1/2023

OHC of Nebraska – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-372; Effective: 4/1/2022-4/1/2023

OHC of New Jersey – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-262; Effective: 4/1/2022-4/1/2023

OHC of North Carolina – Liberty Insurance Corp. - Policy #WC7-631-510199-342; Effective: 4/1/2022-4/1/2023

OHC of Southwest (KS) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-422; Effective: 4/1/2022-4/1/2023

Therapy Centers of Southwest I, PA (OR) - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-392; Effective: 4/1/2022-4/1/2023

Therapy Centers of South Carolina, PA - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-302; Effective: 4/1/2022-4/1/2023

OHC of Minnesota - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-452; Effective: 4/1/2022-4/1/2023

OHC of Alaska - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-442; Effective: 4/1/2022-4/1/2023

CYBER LIABILITY - AIG Specialty Insurance Company - Policy #01-581-98-19; Effective: 9/25/2022-9/25/2023 - Limit: \$10,000,000

EXCESS CYBER LIABILITY - Endurance American Specialty Insurance Company - Policy #NVX30025438400; Effective: 9/25/2022-9/25/2023 - Limit: \$10,000,000 Excess of \$10,000,000

CRIME COVERAGE - National Union Fire Insurance Company of Pittsburgh, PA - Policy #02-078-19-76; Effective: 12/31/2022-12/31/2023 - Limit: \$10,000,000

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.  
RE: OHC SWPA/CMC HAS AN AGREEMENT TO PROVIDE MEDICAL SERVICES TO THE EMPLOYEES OF THE NAMED CLIENT.

CITY OF SANTA FE TRANSIT DIVISION IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES ON A PRIMARY AND NON-CONTRIBUTORY BASIS IF REQUIRED BY WRITTEN CONTRACT.

PRIOR TO A LOSS AND IF REQUIRED BY WRITTEN CONTRACT, WAIVER OF SUBROGATION IS PROVIDED IN FAVOR OF CITY OF SANTA FE TRANSIT DIVISION ON THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION COVERAGES IF PERMITTED BY STATE LAW.



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Occupational Health Centers of the Southwest, PA dba Concentra Medical Centers

Procurement Title: Non-Injury DOT Physicals for CDL license

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting Public Works Staff Name Thomas Martinez

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Approved Procurement Checklist (by Purchasing)                                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | State Price Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RFP   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation Committee Report   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ITB   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Bib Tab   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Quotes (3 valid current quotes)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Cooperative Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form                                    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Contractors Exempt Letter   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement                           |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Executed Contract, Agreement or Amendment                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Current Business Registration and CRS numbers on contract or agreement        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Summary of Contracts and Agreements form                                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Certificate of Insurance  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | All documentation presented to Committees                                     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other:  |

Jacqueline Romero Administrative Assistant 2/27/23

Department Rep Printed Name (attesting that all information included) Title Date  
Jacqueline Romero Contracts Supervisor Mar 2, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** CONCENTRA MEDICAL CENTER  
DBA: CONCENTRA MEDICAL CENTER

**Business Location:** 720 ST. MICHAELS DR C  
SANTA FE, NM 87501

**Owner:** CONCENTRA MEDICAL CENTER

**License Number:** 224195

**Issued Date:** May 16, 2022

**Expiration Date:** May 16, 2023

**CRS Number:** 02220210002

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

CONCENTRA MEDICAL CENTER  
4714 GETTYSBURG RD  
MECHANICSBURG, PA 17055

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**





# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3203416

Contractor: Occupational Health Centers of the Southwest, PA dba Concentra Medical Centers

Description: **4 year contract to perform non-injury Department of Transportation physicals for Commercial Driver's License Medical Card recertification's as well as N95 Fit testing and Full Respirator Testing for Transit Division employees.**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 3/1/2023 Term End Date: 06/30/2026

Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

**\$32,000.00 Occupational Health Centers of the Southwest, PA dba Concentra Medical Centers Contract for FY23, FY24, FY25, FY26. \$8,000 per FY. Contract ends June 30th, 2026. 3 quotes**

3. Procurement History: \_\_\_\_\_

 Mar 2, 2023  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Small contract under \$60k - 3 quotes

4. Funding Source: \_\_\_\_\_ Org / Object: 5400091/510250

 Feb 28, 2023  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Jacqueline Romero Phone # 505-955-2008

Email: jnromero@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**From:** [Matt Loehman](#)  
**To:** [ROMERO, JACQUELINE N.](#)  
**Subject:** Re: Scope of work  
**Date:** Thursday, June 2, 2022 3:46:24 PM

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

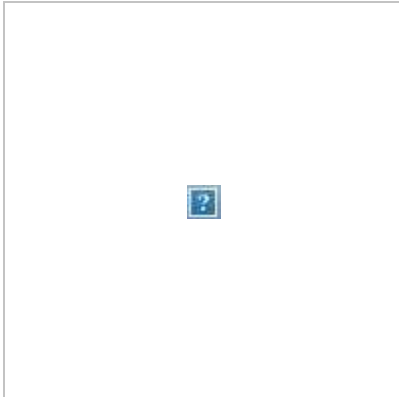
Best regards,

Matt

**Matt Loehman**  
**Executive Director**

Horizons of New Mexico  
6121 Indian School Rd. NE, Suite 102  
Albuquerque, NM 87110

cell phone: (505) 550-7180  
office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)



The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Thu, Jun 2, 2022 at 3:19 PM ROMERO, JACQUELINE N. <[jnromero@santafenm.gov](mailto:jnromero@santafenm.gov)> wrote:

Scope of Work:

1. The Contractor shall, as needed, perform non-injury Department of Transportation physicals for Commercial Driver's License Medical Card recertification's for Transit Division employees.
2. The Contractor must be a Federal Motor Carrier Safety Administration certified Medical Examiner.
3. Commercial Driver's License Medical Card certification examination must be conducted by a medical examiner listed on the National Registry of Certified Medical Examiner as required by 49 CFR 391.43.
4. The physical exam must be conducted pursuant to 49 CFR 391.41 to 391.49.
5. The contractor must complete the Medical Examination Report Form, MCSA-5875.
6. The Contractor shall issue a Medical Examiner's Certificate (Medical Card), (49 CFR 391.41-391.49) after the Driver Fitness Determination on the Medical Examination is completed and approved.
7. Fit for Duty Physical, will be requested, as needed.
8. The contractor will receive a written request from the Employee Relations Bureau that will include the employee's job description and the applicable pre-employment physical report.
9. The Contractor must complete in its entirety the Medical Certification of Fitness for Duty Form, (Form A-967a), using accepted medical techniques to answer the questions as requested.
10. Services shall be performed and be completed satisfactory to the Department with the instructions provided by the Department.

11. The Contractor shall provide and charge only for those services requested by the Department.

12. No services may be contracted except as agreed upon in advance by the parties to this Agreement.

13. Upon execution of this Agreement, the Contractor shall commence work at the Department's request and services shall conform to the description of services as set forth herein or as hereafter mutually agreed to in writing.

Thank you,

Jacqueline Romero | Administrative Assistant

City of Santa Fe | Santa Fe Trails

2931 Rufina Street, Santa Fe, NM 87507

[jnromero@santafenm.gov](mailto:jnromero@santafenm.gov)

505-955-2008

**From:** [Joanna Anaya](#)  
**To:** [ROMERO, JACQUELINE N.](#)  
**Subject:** Re: Quote  
**Date:** Wednesday, January 11, 2023 3:34:23 PM

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jacqueline,

Thank you for your inquiry. Our recertification fee for DOT is \$135.00. We do not fit N95 masks.

Kind regards,

**Joanna Anaya**  
**Operations Manager**  
Aspen Medical Center  
3450 Zafarano Dr., Suite C  
Santa Fe, NM 87507  
Phone: (505) 466-5885  
Fax: (505) 466-5886



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**From:** [DOT](#)  
**To:** [ROMERO, JACQUELINE N.](#)  
**Subject:** RE: Quote  
**Date:** Friday, January 13, 2023 8:51:20 AM  
**Attachments:** [image001.png](#)

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jacqueline,

We do not complete N95 fit testing. The cost of our DOT physicals is \$109 which includes the urine test. To set up a contract we require a minimum visit volume of 250 visits per year.

Please let me know if you have further questions.

Thank you,

Danielle Smith (She.Her.Hers.) | **Manager, Operations Strategy, MinuteClinic**  
c 401-256-4111 | f 401-404-6297  
1 CVS Drive, Mail Code 3005, Woonsocket, RI 02895



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---

**From:** ROMERO, JACQUELINE N. <jnromero@santafenm.gov>  
**Sent:** Wednesday, January 11, 2023 4:53 PM  
**To:** DOT <DOT@minuteclinic.com>  
**Subject:** [EXTERNAL] Quote

\*\*\*\* External Email - Use Caution \*\*\*\*

---

Good Afternoon,

I am wondering if you can provide me with a quote for DOT recertification physicals as well as N95 mask fitting and testing? The Transit Division is

looking for a provider and I am obtaining quotes. We will obtain a contract and a purchase order to pay invoices against we would process payment electronically.

Please let me know if you have any questions or if I can be of further assistance, thank you.

Kindly,

Jacqueline Romero | Administrative Assistant

City of Santa Fe | Santa Fe Trails

2931 Rufina Street, Santa Fe, NM 87507

[jnromero@santafenm.gov](mailto:jnromero@santafenm.gov)

505-955-2008

February 24, 2023

Jacqueline Romero  
City of Santa Fe  
2931 Rufina St.  
Santa Fe, NM 87507

Jacqueline:

Following is the pricing for the N95 Fit testing, DOT Physicals as well as the Full Respirator Testing program. Both Respirator services should begin with the OSHA Questionnaire to determine if the employee can proceed directly to the mask fitting. Depending on the results of the Questionnaire, the Provider may determine that additional testing is required necessitating the Pulmonary Function testing and then if required the Respirator Physical. All parts of the procedures are not required each time, only as determined by the Questionnaire and the Medical Providers review and determination of those results.

Quote 2023:

Component	Price Per:
<b>N95 Mask Fitting</b>	
OSHA Questionnaire	\$40.50
N95 Mask Fitting	\$47.50
<b>Total (Does not include Tax)</b>	<b>\$88.00</b>
<b>Respirator Fit Testing</b>	
OSHA Questionnaire	\$40.50
Respirator Fit Testing	\$50.50
Respirator Physical	\$70.50
N95 Mask Fitting	\$47.50
<b>Total (Does not include tax)</b>	<b>\$209.00</b>

**DOT Services Per Agreement:**

Services	2023	2024	2025	2026
DOT Physical	\$75.00	\$77.25	80.00	\$80.00
DOT Physical Pre-placement	\$75.00	\$77.25	80.00	\$80.00
DOT Physical Recertification	\$75.00	\$77.25	80.00	\$80.00

**Total Does not include any applicable taxes.**

Please let me know if you have any questions.

Gary Beck  
Key Account Manager  
WA, OR. NM. WTX  
505-235-0439

[gary\\_beck@concentra.com](mailto:gary_beck@concentra.com)









# Occupational Health

Final Audit Report

2023-02-27

Created:	2023-02-27
By:	Jacqueline Romero (jnromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgELGCZA1vFq1pz-x9bLfal_h50ezdJyD

## "Occupational Health" History

-  Document created by Jacqueline Romero (jnromero@ci.santa-fe.nm.us)  
2023-02-27 - 4:46:24 PM GMT- IP address: 63.232.20.2
-  Document emailed to rawheeler@santafenm.gov for signature  
2023-02-27 - 4:47:05 PM GMT
-  Email viewed by rawheeler@santafenm.gov  
2023-02-27 - 4:54:17 PM GMT- IP address: 104.47.65.254
-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler  
2023-02-27 - 5:04:30 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2023-02-27 - 5:04:32 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2023-02-27 - 5:04:32 PM GMT


# 23-0083 Occupational Health Centers of the Southwest P.A. dba Concentra Medical Centers PW TRANSIT


Final Audit Report

2023-03-09


Created:	2023-03-07
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3KZpTicBtlwr13heokAaqoDGqtrYZZom


## "23-0083 Occupational Health Centers of the Southwest P.A. db a Concentra Medical Centers PW TRANSIT" History


 Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-03-07 - 11:18:35 PM GMT- IP address: 63.232.20.2


 Document emailed to ekoster@santafenm.gov for signature  
2023-03-07 - 11:21:29 PM GMT


 Email viewed by ekoster@santafenm.gov  
2023-03-08 - 1:01:39 AM GMT- IP address: 104.47.64.254


 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-03-08 - 1:03:35 AM GMT- IP address: 63.232.20.2

 Document e-signed by Emily K. Oster (ekoster@santafenm.gov)  
Signature Date: 2023-03-08 - 1:03:37 AM GMT - Time Source: server- IP address: 63.232.20.2


 Document emailed to jwblair@santafenm.gov for signature  
2023-03-08 - 1:03:39 AM GMT

 Email viewed by jwblair@santafenm.gov  
2023-03-09 - 0:32:58 AM GMT- IP address: 216.207.130.218


 Signer jwblair@santafenm.gov entered name at signing as John Blair  
2023-03-09 - 0:34:25 AM GMT- IP address: 216.207.130.218

 Document e-signed by John Blair (jwblair@santafenm.gov)  
Signature Date: 2023-03-09 - 0:34:27 AM GMT - Time Source: server- IP address: 216.207.130.218



 Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature

2023-03-09 - 0:34:29 AM GMT

 Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

2023-03-09 - 5:59:38 AM GMT- IP address: 104.47.65.254

 Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-03-09 - 5:59:53 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2023-03-09 - 5:59:53 AM GMT