



City of Santa Fe New Mexico

Memorandum



Date: April 12, 2024

To: John Blair, City Manager *John Blair*
John Blair (Apr 17, 2024 10:19 MDT)

Via: Emily Oster, Finance Department Director *Emily K. Oster*
Travis Dutton-Leyda, Chief Procurement Officer *[Signature]*
Bernadette Salazar, Human Resources Department Director *Bernadette Salazar*

From: Monica Acevedo, Assistant Human Resources Director

Subject: Request for Retroactive Approval

ITEM AND ISSUE:

Request for approval for the amendment to the contract.
Request for retroactive approval on this matter.

BACKGROUND AND SUMMARY:

The contract with Concentra expired on March 30, 2024, due to an oversight of our Administrative Manager.

PROCUREMENT METHOD: Small Purchase

CONTRACT NUMBER:

The FY24 Munis contract number is 3203897.

FUNDING SOURCE:

Org: 1000231 Object: 510310

ACTION REQUESTED:

Approval for retroactive approval and approval of the amendment.

ATTACHMENTS:

Previously approved procurement packet.



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203897 Procurement # (RFP/ITB# If any):

Contractor: Occupational Health Centers of the Southwest, P.A.

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing

Description/Title: d/b/a Concentra Medical Centers

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: When signed Term End Date: 3/7/2027 Total Contract Amount: \$64,719.00

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease:

1.b Amendment #: _____ to the Original Contract/Lease # Agreement

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: 3/7/2027

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: Extension on term of agreement.

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

Services provided by Concentra for the amount of \$64,719.00 to provide pre-employment physical services.

3. Procurement History:

[Signature] Apr 22, 2024
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: Small Purchase

4. Funding Source: Service Contracts Org / Object: 1000231.510310

Andy Hopkins Apr 22, 2024
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

5. Grant History (if applicable):

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Sarah Bolleter-Gonzales Phone #: 505-955-6608

To be recorded by City Clerk: _____ Email: snbolleter-gonzales@santafenm.gov

Clerk #: _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

Item# 24-0308
Munis Contract# 3204604
Original Contract Item# 3203897
SWPA/GSA/Coop/RFP/ITB #: _

**CITY OF SANTA FE
AMENDMENT No. 1 TO
The Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers Contract
ITEM# 23-0081**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 8, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers. (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 Contract, Contractor has agreed to provide the services related to Conduct Pre-employment Physicals for the City.

B. Pursuant to Article 13 of the Contract, 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. SCOPE OF SERVICES

Article 1 is amended to replace Exhibit "A" from the original contract and reads as follows: The Contractor shall provide the services as described in Amended Exhibit "A" attached hereto and incorporated herein.

2. TERM

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on 3/7/2027 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services

contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Occupational Health Centers of the Southwest, P.A. d/b/
a Concentra Medical Centers

John Blair
John Blair (Apr 23, 2024 14:46 MDT)
JOHN BLAIR, CITY MANAGER

DATE: Apr 23, 2024

DocuSigned by:
Robert G. Hassett, DO, MPH
601188CF35924C5
ROBERT G. HASSETT, DO, MPH

PRESIDENT, TREASURER & CORP. SECRETARY

DATE: 4/17/2024

CRS# 02220210002

Registration #224195

ATTEST:

GERALYN CARDENAS
GERALYN CARDENAS (Apr 30, 2024 17:21 MDT)
GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:
Christopher W. Ryan
Christopher W. Ryan (Apr 18, 2024 13:02 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR



ADDITIONAL REMARKS SCHEDULE

AGENCY Graham Company,		NAMED INSURED Occupational Health Centers of The Southwest PA c/o Select Medical Corporation dba Concentra Medical Centers 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 4032244600-10; Effective 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-10; Effective 1/1/2024-1/1/2025 - \$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244628-10; Effective 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-10; 1/1/2024-1/1/2025 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-10; 1/1/2024-1/1/2025 - \$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-510199-314; Effective: 4/1/2024-4/1/2025

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Insurance Corp. - Policy #WA7-63D-510199-404; Effective: 4/1/2024-4/1/2025

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Mutual Insurance Corp. - Policy #WC5-631-510199-254 (WI); Effective: 4/1/2024-4/1/2025

ADDITIONAL WORKERS COMPENSATION POLICIES:

- OHC of Arkansas – Liberty Insurance Corp. - Policy #WC7-631-510199-284; Effective: 4/1/2024-4/1/2025
- OHC of Southwest (AZ/UT) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-244; Effective: 4/1/2024-4/1/2025
- OHC of Delaware – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-334; Effective: 4/1/2024-4/1/2025
- OHC of Georgia/Hawaii – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-384; Effective: 4/1/2024-4/1/2025
- OHC of Illinois – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-414; Effective: 4/1/2024-4/1/2025
- OHC of Louisiana – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-294; Effective: 4/1/2024-4/1/2025
- OHC of Michigan – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-274; Effective: 4/1/2024-4/1/2025
- OHC of Nebraska – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-374; Effective: 4/1/2024-4/1/2025
- OHC of New Jersey – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-264; Effective: 4/1/2024-4/1/2025
- OHC of North Carolina – Liberty Insurance Corp. - Policy #WC7-631-510199-344; Effective: 4/1/2024-4/1/2025
- OHC of Southwest (KS) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-424; Effective: 4/1/2024-4/1/2025
- Therapy Centers of Southwest I, PA (OR) - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-394; Effective: 4/1/2024-4/1/2025
- Therapy Centers of South Carolina, PA - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-304; Effective: 4/1/2024-4/1/2025
- OHC of Minnesota - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-454; Effective: 4/1/2024-4/1/2025
- OHC of Alaska - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-444; Effective: 4/1/2024-4/1/2025

CYBER LIABILITY - AIG Specialty Insurance Company - Policy #01-476-75-23; Effective: 9/25/2023-9/25/2024 - Limit: \$10,000,000

EXCESS CYBER LIABILITY - Endurance American Specialty Insurance Company - Policy #PEO-0201-0413; Effective: 9/25/2023-9/25/2024 - Limit: \$10,000,000 Excess of \$10,000,000

CRIME COVERAGE - National Union Fire Insurance Company of Pittsburgh, PA - Policy #01-988-32-61; Effective: 12/31/2023-12/31/2024 - 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 OF SWPA/CMC HAS AN AGREEMENT UNDER # 3203897 TO PROVIDE MEDICAL SERVICES (TO PERFORM COMPREHENSIVE MEDICAL EXAMINATIONS FOR THE FIRE FIGHTERS)

CITY OF SANTA FE is an additional insureds on the above General Liability and Auto Liability Policies and coverage shall apply on a Primary and Non-Contributory basis if required by written contract.

Prior to loss, and if required by written contract, Waiver of Subrogation is provided on General Liability, Auto Liability and Workers Compensation Policies for work performed under contract if permissible by state law.

Should any of the above described policies be cancelled before the expiration date thereof, Graham Company, a Marsh & McLennan Agency, LLC company will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon Graham Company, a Marsh & McLennan Agency, LLC company, its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**WAIVER OF RIGHTS OF RECOVERY
APPLICABLE TO GENERAL LIABILITY COVERAGE FORM**

The changes set forth below are applicable only to the Commercial General Liability Coverage Form G-145566-A, G-145567-A).

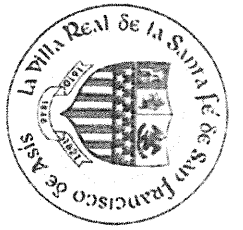
The Healthcare Liability Policy Common Conditions (G-144102-A) are amended as set forth below:

Condition **XII., Transfer of Rights of Recovery** is amended by the addition of the following:

- Solely within the scope of this endorsement as indicated above, we waive any right of recovery we may have against any person or organization that you have agreed with, in writing, prior to the date of loss, to waive your right to recover against because of payments we make under the Commercial General Liability Coverage Form for injury or damage arising out of your ongoing operations. This endorsement applies only to:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



City of Santa Fe

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

BUSINESS REGISTRATION

33219

Business Name: CONCENTRA MEDICAL CENTER
DBA: CONCENTRA MEDICAL CENTER

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

CRS Number: 02220210002

Owner: CONCENTRA MEDICAL CENTER

License Number: 224195

License Type: Business License - Renewable

Issued Date: May 15, 2023

Classification: Business Registration - Standard

Expiration Date: May 15, 2024

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 TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

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, P.A. d/b/a 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, § 13-1-52; and

WHEREAS, the Contractor is one of such requisite 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 professional service, rendering services related to Conduct Pre-employment Physicals 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 one year, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Work.**

The Contractor shall provide the services as described in Exhibit "A" attached hereto and incorporated herein.

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 rate of sixty thousand (60,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$4,719.00) 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 (\$64,719.00). 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. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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 thirty (30) 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 **03//30 //2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. 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.

D. 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:
Human Resources
Bernadette Salazar, HR Director
bjalazar@santafenm.gov
200 Lincoln Ave.
Santa Fe, New Mexico 87504

To the Contractor:
Dr. Robert G. Hassett D.O., MPH,
President, Treasurer and Corporate Secretary
Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers
15812 Midway
Addison TX 75001
972-720-7906
bob_hassett@concentra.com

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:

Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers

John Blair
John Blair (Mar 8, 2023 17:45 MST)

JOHN BLAIR, CITY MANAGER

DATE: Mar 8, 2023

Robert G. Hassett
R. G. Hassett DO, MPH (Feb 23, 2023 15:42 PST)

Robert G. Hassett, DO, MPH
NAME

President, Treasurer & Corporate Secretary
TITLE

DATE: Feb 23, 2023
CRS# 02220210002
Registration # 224195

ATTEST:

Kristine Bustos Mihelcic
KRISTINE BUSTOS MIHELICIC, CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez Feb 13, 2023 14:22 MST

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Mar 7, 2023 17:58 MST)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#.
1000231.510310 dt

Exhibit A

CITY OF SANTA FE

SCOPE OF SERVICES

Conduct pre-placement physicals to include testing for the following medical and physical requirements as required by the job descriptions. Tests subject to change as job requirements change. (Job requirements shall be provided by the City of Santa Fe to identify essential lifting and physical requirements prior to or at the time of the test):

Strength and Muscular Endurance Testing – 1 R.M.

Light Physical 1.	Lifting Requirements Minimum of 10 lbs.
Light Physical 2.	Lifting Requirements Minimum of 20 lbs.
Medium Physical 1.	Lifting Requirements Minimum of 40 lbs.
Medium Physical 2.	Lifting Requirements Minimum of 60 lbs.
Heavy Physical 1.	Lifting Requirements Minimum of 80 lbs.
Heavy Physical 2.	Lifting Requirements Minimum of 100 lbs.

One Repetition Maximum Lift Test (1 R.M.) 30 min.
(One Lift Depending on the Job Requirement Questionnaire)

This test measures infrequent or occasional lift capacity. It determines the maximum weight an individual is capable of lifting in frequent or occasional lift capacity. It determines the maximum weight an individual is capable of lifting in three tasks:
(Depending on job description Questionnaire)

- Floor Level (floor to waist)
- Waist to Chest Level
- Chest to Above Shoulder Level

Medical Physicals: All medical physicals will include the following in addition to any extra job specific requirements:

- Abdomen
- Blood Pressure
- Build
- Coordination Tremor
- Ears, Nose, Throat

- Eyes
- Glucose
- Heart
- Height
- Hernia
- Lungs
- Medical History
- Muscle
- Ocular Motility
- Pulse
- Pupils
- Reflexes
- Skeletal System
- Spine
- Strength of Range of Movements
- Superficial Lymph Nodes
- Thorax
- UA Dipstick
- Weight (slender, medium, heavy, or obese)

Additional testing for:

Police Cadet/Lateral Hires:

- Anabolic steroid level
- Audiogram
- ALT with interpretation
- Blood count with differential
- CBC (complete blood count with differential)
- Chem 20 (blood chemistry work up)
- Chest x-ray is required if evidence of tuberculosis exists
- EKG with interpretation
- Hepatitis B Vaccine with series of shots OR
- Hepatitis B Surface Antibody
- PPD TB
- RPR
- Serum lipids (cholesterol, HDL, triglycerides)
- SMA-12
- Sodium Triglycerides, GGT
- T-4 (thyroid function)
- TSH (thyroid stimulating)
- Urine Analysis
- Vision titmus/color perception (uncorrected, corrected: far, near, left and right)

Firefighter Pre-employment:

- Lift Assessment
- EKG Resting

- Pulmonary Function Test
- Audiogram
- Hepatitis B Vaccine with series of shots OR
- Hepatitis B Surface Antibody
- MRO
- TB Skin Test
- Gen Hlth Pnl (Chem 23, CBC, UA)
- RPR (Syphilis Test)
- Thyroid Panel

DOT Preplace Physical

- Dot Physical
- MRO
- Regulated Drug Screen
- Lift Assessment

Preplace /Adapt SWM Equipment Operator

- DOT Physical
- MRO
- Regulated Drug Screen
- HPE ADAot-Level2

Preplace/Adapt PX SWM Maintenance Worker

- Physical Exam
- HPE ADApt-Level2

Other services to be provided include:

1. Pre-placement physicals shall be offered in Santa Fe, New Mexico and may occur at any facility that the Contractor may have with the same or less pricing.
2. The Contractor shall provide pre-placement physicals within three working days when requested by the City of Santa Fe. The Contractor's business hours shall be available Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding holidays, as identified by the Contractor) and any other hours that the Contractor can provide.
3. The Contractor shall report the results of the medical exams to the Human Resources Department at the City of Santa Fe following one workday after the physical exam, and in two workdays if x-rays and blood work are required. Written documentation shall follow within one week of the day of the exam.
4. The documentation shall consist of specific requests on each of the tested items, and recommendations on fitness for duty based on job duties. (The City of Santa Fe shall provide the Contractor with requirements defining the job duties and physical requirements prior to or at the time of testing.)
5. Under the Americans with Disabilities Act 9ADA) guidelines, medical facilities are allowed to release job specific information to the employer. The Contractor shall complete and remit an agreed upon medical report form to the City of Santa Fe of each prospective employee examined.



February 9, 2023

Lillian Maestas | City of Santa Fe
Human Resources Dept.
hmaestas@santafenm.gov
505-955-6659

Hi Lillian:

Please find the following quote for services for Law Enforcement Physicals. The quote below does not include any tax that may be applied. Please let me know if you have any questions.

Law Enforcement Cadet (SFC SO)	Price
Audiogram	\$37.50
EKG Resting	\$101.00
Hep B Surface Antibody	\$56.00
Hep B Recombivax (3 Shots)	\$99.50
Physical Preplacement	\$70.50
TB Skin Test	\$40.80
Pulmonary Function Test	\$50.50
Vision Acuity Complete (Titmus)	\$63.00
Gen Health Panel	\$130.00
PRP (Syphilis)	\$90.00
<u>Steroid Sport Collect</u>	<u>\$225.00</u>
Total	\$963.80

Gary Beck
Key Account Manager
Concentra Medical Centers
505-235-0439
Gary_beck@concentra.com

MAESTAS, LILLIAN

Attachments: City of Santa Fe Proposal.docx

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 morning Lillian:

Please find the attached proposal for services. I tried to match up the SOW to the Proposal sheet as best as possible. Once you have had a chance to review, please let me know if you have any questions or need additional clarification or discussion. Once completed, please let me know if you would like to proceed and I will have the Services Packages updated in our system as well as the reporting and contacts updated as well.

Gary F. Beck

Key Account Manager | Customer Engagement | NM, WTX, OR, WA

Concentra

505-235-0439 (m)

gary_beck@concentra.com

www.concentra.com

Learn more about Concentra Telemed™, our leading-edge solution for treating injured workers:

www.concentra.com/telemedicine

Please visit the below link to Concentra's CO-VID 19 website. This is updated in real time with the most recent information for our employers.

<https://www.concentra.com/coronavirus-2019-covid-19/>

City of Santa Fe Proposal

A. Strength and Muscular Testing – 1 R.M.

Light Physical 1	\$87.00
Light Physical 2	\$87.00
Medium Physical 1	\$110.00
Medium Physical 2	\$110.00
Heavy Physical 1	\$134.00
Heavy Physical 2	\$134.00

B. Medical Physicals

\$48.00

<ul style="list-style-type: none">• Abdomen• Blood Pressure• Build• Coordination Tremor• Ears, Nose, Throat• Eyes• Glucose• Heart• Height• Hernia• Lungs• Medical History• Muscle• Ocular Mobility• Pulse• Pupils• Reflexes• Skeletal System• Spine• Strength of Rang of Movements• Superficial Lymph Nodes• Thorax• U/A Dipstick• Weight (slender, medium, heavy, or obese)	\$72.00
---	---------

C. **Additional Testing for:**

1. **Firefighter Pre-employment**

a. Lift Assessment	\$65.00
b. EKG Resting	\$58.00

c. Pulmonary Function Test	\$50.50
d. Audiogram	\$37.50
e. Hepatitis B Vaccine with series of shots	\$99.50/inj. (3 shot)
f. Hepatitis B Surface Antibody	\$58.00
g. MRO	no charge
h. TB Skin Test	\$40.80
i. General Health Panel	\$63.00
i. CBC (complete blood count w.diff)	
ii. Chem 20 (blood chemistry work up)	
j. RPR (Syphilis Test)	\$28.00
k. Thyroid Panel	\$116.00

2. DOT Preplacement Physical

a. DOT Physical	\$65.00
b. MRO	no charge
c. Regulated Drug Screen	\$81.00
d. Lift Assessment	\$65.00

3. Preplacement/Adapt SWM Maintenance Worker

a. DOT Physical	\$65.00
b. MRO	no charge
c. Regulated Drug Screen	\$81.00
d. HPE ADapt-Level 2	\$110.00

4. Preplacement/Adapt PX SWM Maintenance Worker

a. Physical Exam	\$48.00
b. HPE ADapt-Level 2	\$110.00

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



Confidentiality Notice: This email is intended only for the use of those to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under the law. Any unauthorized use, disclosure or distribution is prohibited. If you have received this message in error, please advise the sender by reply email and delete all copies.

On Tue, Jan 17, 2023 at 10:31 AM MAESTAS, LILLIAN <lmaestas@santafenm.gov> wrote:

Good morning,

My name is Lillian Maestas, and I'm the HR Admin. Manager for the City of Santa Fe. I'm writing this email to request a price quote for the attached scope of work for Pre-employment physicals for the City of Santa Fe. We are interested in the potential pricing of this services.

We appreciate your time and are looking forward to hearing from you.

Thank you.

Best regards,

Lillian Maestas / City of Santa Fe

Human Resources Dept.

lmaestas@santafenm.gov

505-955-6659

MAESTAS, LILLIAN

From: Joanna Anaya <janaya@aspenmedicalcenter.com>
Sent: Tuesday, January 17, 2023 5:09 PM
To: MAESTAS, LILLIAN
Subject: Re: FW: Pre-employment Physicals

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 Lilliana,

Thanks for reaching out.

The only Physical we can perform here would be:

B. Medical Physicals: All medical physicals will include the following in addition to any extra job specific requirements:

- Abdomen
- Blood Pressure
- Build
- Coordination Tremor
- Ears, Nose, Throat
- Eyes
- Glucose
- Heart
- Height
- Hernia
- Lungs
- Medical History
- Muscle
- Ocular Motility
- Pulse
- Pupils
- Reflexes
- Skeletal System
- Spine
- Strength of Range of Movements
- Superficial Lymph Nodes
- Thorax
- UA Dipstick
- Weight (slender, medium, heavy, or obese)

These would run \$125.00 per Physical.

Let me know if you have any questions or concerns.

To: kristidew@railyardurgentcare.com

Subject: Pre-employment Physicals

Good morning,

My name is Lillian Maestas, and I'm the HR Admin. Manager for the City of Santa Fe. I'm writing this email to request a price quote for the attached scope of work for Pre-employment physicals for the City of Santa Fe. We are interested in the potential pricing of this services.

We appreciate your time and are looking forward to hearing from you.

Thank you.

Best regards,

Lillian Maestas | City of Santa Fe

Human Resources Dept.

lmaestas@santafenm.gov

505-955-6659



MAESTAS, LILLIAN

From: Kristi Dew <kristidew@railyardurgentcare.com>
Sent: Friday, January 27, 2023 1:42 PM
To: MAESTAS, LILLIAN
Subject: Re: Pre-employment Physicals

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 for thinking of us and reaching out! Unfortunately, we are not in a position to offer the extensive services that you need at this time.

Kristi Dew/Practice Manager
Railyard Urgent Care
831 So. St. Francis
P.O. Box 1846
Santa Fe, NM 87505
505-501-7791

"I believe we are here on the planet Earth, to live, grow up and do what we can to make this world a better place for all people to enjoy freedom." Rosa Parks

From: MAESTAS, LILLIAN <lmaestas@santafenm.gov>
Sent: Tuesday, January 24, 2023 12:27 PM
To: Kristi Dew <kristidew@railyardurgentcare.com>
Subject: FW: Pre-employment Physicals

Hi Kristi,
Just following up if you had a chance to review the scope of work for the City's pre-employment physicals? Will you be submitting a price quote for this services?

Thank you in advance for your time.

Lillian

From: MAESTAS, LILLIAN
Sent: Tuesday, January 17, 2023 10:29 AM



Mobile  Health

OCCUPATIONAL HEALTH

& Employee Screening

PRESENTED BY:

MOBILE HEALTH

11-25 44th Road


Long Island City, NY 11101

Aleksandra Szerling

Regional Sales Executive

929-247-2249

aszerling@mobilehealth.net



For us, occupational health and employee screening is not a transaction, it's a partnership. Everything we do revolves around making sure you have complete peace of mind. This is why our technology, patient experience, and customer service are better, plain and simple.

What we do enables you to hire, grow, and protect your people and we do not take this responsibility lightly. We serve with passion, break barriers, and are the proactive provider the industry desperately needs – it's what our partners love about us.

With 38 years in the occupational health field, nearly a thousand partners, and millions of patient visits, we know that speed, accuracy, cost, and responsiveness matter. We believe a partnership between Mobile Health and your team will succeed because of our core belief of striving for excellence in everything we do. From simplified scheduling to faster results and customizable programs, you will find the Mobile Health difference in every detail.

Our Technology From scheduling to reporting, our industry-leading technology means you get results faster. Our entire process is easy to use, and 100% paperless.

Our Reach Our services are never boxed or limited — we go anywhere our partners need us. We can see your employees in our 6,500+ clinics, send the on-site team to your location, or deploy our mobile fleet.

Our People Every member of our team is empowered to take any and all steps necessary to make sure your team is satisfied, it's in our DNA. We're not satisfied with being your vendor for testing and screening — we are your partner.

The following pages will further detail our unique approach.

Thank you again for your time and consideration. We look forward to achieving a healthier and safer workplace!

Sincerely,

Aleksandra Szerling
Regional Sales Executive
Mobile Health

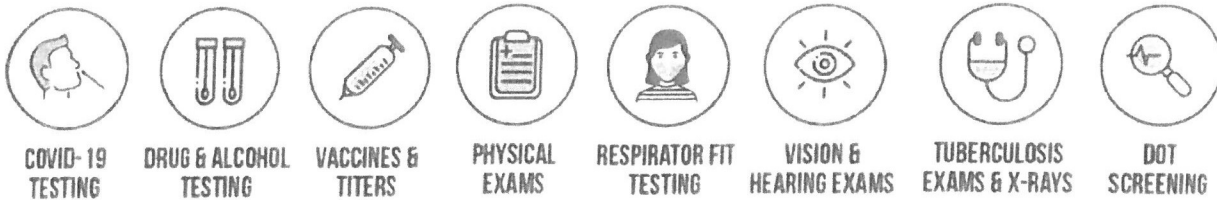
EXECUTIVE SUMMARY

WE ARE MOBILE HEALTH

We perform every employment and annual service our partners need with 38 years of clinical excellence. One point of contact, one scheduling tool, and one results portal so employers can do more with their day. Screening and compliance can be an overwhelming responsibility – we make it effortless.



ALL SERVICES. ONE PARTNER.



COMPLETE CUSTOMIZATION

We offer comprehensive, customizable services that enable our partners to hire and maintain compliance with one partner. Need a drug screen, QFT, RFT, and physical for each onboarding? No problem – create customized packages and save them for future use! Instead of scheduling each service individually and waiting for multiple exam results, take care of everything with one easy click.

6,500+ NATIONWIDE LOCATIONS

Our industry-dominating footprint is a powerful resource for employers. That's why we're #1 in occupational health. Right around the corner is a clinic staffed with board-certified physicians, registered nurses, and technicians ready to serve your employees.



WE BRING THE CLINIC TO YOU

We give flexibility a whole new meaning. Our 24/7 on-site teams can come to your breakroom, parking lot, or job site, ready to go – providing the staff, supplies, and technology for a seamless event. This eliminates the hassle of traveling and allows all of your employees to receive our services simultaneously. From patient arrival to result notification, we handle all the details.

WHAT SETS MOBILE HEALTH APART FROM OTHER PROVIDERS?

SUPERIOR TECHNOLOGY

Our award-winning employment screening portal empowers you with real-time results, 30-second scheduling, and end-to-end data encryption for ultimate security.

In our platform, you can:

- Schedule your employees' appointments and save their information for future use.
- Cancel, reschedule, change locations, and add on services without having to make a call.
- Access results & data in real-time with one-click record downloads.
- Manage invoices & view pricing options across all services.
- Check appointment statuses: Did your employee check-in? No show? Appointment completed? We keep you up to date.



WE SEND RESULTS DIRECTLY TO YOUR HRIS/ATS

We offer direct integration with your HRIS/ATS, sending records and results automatically from our platform to yours. This automated process is a game-changer for hiring and compliance – enabling you to communicate faster, keep your tasks on track, and streamline your onboarding process.

PATIENT PORTAL

Our patient portal allows your employees to schedule their own appointments, with results sent directly to your client portal. They can choose a time and location that works best for them. Not only does this empower the employee, but it is also one less thing for Compassionate In Home Personal Care staff to worry about.

DEDICATED ACCOUNT MANAGERS & CUSTOMER SERVICE REPRESENTATIVES

Mobile Health dedicates an account manager to you along with a team of customer service representatives. No more waiting on a 1-800 line – our team is accessible every step of the way. When your needs shift and regulations change, our team of problem solvers have your back.

PRICING & PROCEDURES

Prices for our occupational health services are below. Looking for something not listed? Contact us.

PROCEDURE	COST
History and Physical	\$75.00
DOT Physical	\$125.00
Physical Abilities Test	\$75.00
Vision Screen	\$45.00
Color Vision Screen	\$45.00
Auditory Acuity Screen	\$45.00
Audiogram	\$50.00
TB Screening Questionnaire	\$40.00
Chest X-Ray	\$95.00
N-95 Qualitative Respirator Fit Test (bring your own mask)	\$75.00
Blood Alcohol	\$50.00
Breath Alcohol	\$50.00
Drug Screen 5-10 Panel	\$55.00
DOT Drug Screen	\$75.00
MMR Vaccine	\$140.00
Varicella Vaccine	\$165.00
Td and Pertussis Vaccine	\$120.00
Hep B Vac 1, 2 or 3	\$115.00
Seasonal Flu Vaccine	\$50.00
Measles Rubeola Titer	\$45.00
Mumps Titer	\$45.00
Rubella Titer	\$45.00
Varicella Titer	\$45.00
QuantiFERON TB Blood Test	\$90.00
Hep B Surface Antibody	\$45.00
Hep B Surface Antigen	\$45.00
Hep B Core Antigen	\$45.00

***The above schedule is for reference purposes only. Final package volume and additional pricing consideration will be agreed upon prior to final contracts being submitted.*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203897

Contractor: Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers

Description: Pre-employment physical for new hires.

Contract Agreement Lease / Rent Amendment

Term Start Date: 03/01/2023 Term End Date: 03/30/2024

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)

3. Procurement History: Three (3) quotes

4500 Mar 2, 2023
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: PSA under \$60k -

4. Funding Source: _____ Org / Object: 1000231/510310
Andy Hopkins Feb 28, 2023
Andy Hopkins (02/28/2023 09:25 MST)

Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Lillian Maestas Phone # 505-955-6659

Email: lmaestas@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Occupational health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers

Procurement Title: Pre-employment physical for new hires

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 Human Resources Staff Name Lillian Maestas


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

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

<u>Lillian Maestas</u>	<u>HR Admin. Manager</u>	<u>02/27/23</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
	<u>Contracts Supervisor</u>	<u>Mar 2, 2023</u>
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 TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



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, New Mexico

Memorandum



DATE: February 13, 2023

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
JoAnn Lovato, Interim Chief Procurement Officer
Bernadette Salazar, HR Director

FROM: Lillian Maestas, HR Admin. Manager *LM*

ITEM AND ISSUE:

The Human Resources Department sought quotes to continue with Pre-Placement Physicals for candidates selected for positions within the City of Santa Fe.

As an outcome, Concentra Medical Centers was chosen out of two other submittals as the successful vendor.

We believe Concentra Medical Centers will continue to deliver the best service to onboarding candidates.

BACKGROUND AND SUMMARY:

The City's original contract was with IMS Practice Management Group LLC-Dr. Joshua Brown, MD and expired June 30, 2022. HR reached out to Concentra Medical Centers to assist with candidates when Dr. Brown's office was unable to provide services as needed.

PROCUREMENT METHOD:

Three quotes.

CONTRACT NUMBER:

The FY23 Munis contract number is 3203897

FUNDING SOURCE:

The funding source is:
1000231/510310

ACTION REQUESTED:

It is important to have continuity of services until an RFP is in process.

Respectfully request approval to enter into a Professional Services Agreement with Concentra Medical Centers.










23-0081 Occupational Health Centers of the Southwest P.A. dba Concentra Medical Centers HR

Final Audit Report


2023-03-09


Created:	2023-03-07
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMkdIv0deYwojhcM4567rtX-rZc0vKim-


"23-0081 Occupational Health Centers of the Southwest P.A. db a Concentra Medical Centers HR" History


-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-03-07 - 8:02:11 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-03-07 - 8:03:43 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-03-08 - 0:55:53 AM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-03-08 - 0:58:25 AM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-03-08 - 0:58:27 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to jwblair@santafenm.gov for signature
2023-03-08 - 0:58:31 AM GMT
-  Email viewed by jwblair@santafenm.gov
2023-03-09 - 0:43:51 AM GMT- IP address: 216.207.130.218
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-03-09 - 0:44:58 AM GMT- IP address: 216.207.130.218
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2023-03-09 - 0:45:00 AM GMT - Time Source: server- IP address: 216.207.130.218



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2023-03-09 - 0:45:04 AM GMT

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2023-03-09 - 5:58:56 AM GMT - IP address: 104.47.64.254

 Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
Signature Date: 2023-03-09 - 5:59:23 AM GMT - Time Source: server- IP address: 63.232.20.2

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2023-03-09 - 5:59:23 AM GMT






24-0308 Occupational Health Centers of the Southwes PA dba Concentra Medical Centers

Final Audit Report

2024-04-30

Created:	2024-04-30
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5bNnpWStLZ7JAsTu2bx_tkrWX5fHsYNf

"24-0308 Occupational Health Centers of the Southwes PA dba Concentra Medical Centers" History

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-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-04-30 - 11:00:12 PM GMT
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-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-04-30 - 11:21:15 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-04-30 - 11:21:15 PM GMT