


MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 15, 2024
Subject: Request for Approval of Amendment No. 4 to the Professional Services Agreement with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for Employee Medical Services (RFP No. 22/18/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 4 to the Professional Services Agreement (Agreement) with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for employee medical services.

The Amendment extends the term of the Agreement through November 18, 2025 (Year 4). Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

The Amendment increases the compensation by \$10,000 for a total amount not to exceed \$50,000.

Funding is available in 8100851.510310 (Landfill Service Contracts) and 8100852.510310 (BuRRT Service Contracts).

BACKGROUND

On October 18, 2021, the Agency issued Request for Proposal (RFP) No. 22/18/P for employee medical services. One medical service provider, Concentra, responded to the RFP.

On November 18, 2021, the Board approved a Professional Services Agreement with Concentra for \$20,000.

On November 17, 2022, the Board approved Amendment No. 1 to the Agreement with Concentra. The Amendment extended the term to November 18, 2023, and increased the compensation by \$20,000 to a total amount not to exceed \$40,000.

On February 16, 2023, the Board approved Amendment No. 2 to reflect Concentra's new rates for services listed in Exhibits A and B of the Agreement.

On November 16, 2023, the Board approved Amendment No. 3 to extend the term to November 18, 2024.

Concentra provides the Agency with the following medical services at its Santa Fe urgent care clinic located at 720 St. Michaels Drive:

- General Medical Responsibilities
- Basic & Department of Transportation Physicals
- Drug & Alcohol Testing
- Immunizations and Infectious Disease Screening
- Respiratory Protection Program
- Injury Care
- N.M. Workers' Comp
- Other Medical Services

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 4 to the Agreement with Concentra for employee medical services.

Attachments:

- 1) Professional Services Agreement – Amendment No. 4
- 2) Professional Services Agreement – Amendment No. 3
- 3) Professional Services Agreement – Amendment No. 2
- 4) Professional Services Agreement – Amendment No. 1
- 5) Professional Services Agreement with Concentra

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ATTACHMENT 1

**Professional Services Agreement
Amendment No. 4**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2021)**

This AMENDMENT No. 4 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated November 18, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide employee medical services for Agency’s employees (RFP No. 22/18/P).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Ten Thousand Dollars and No Cents (\$10,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Services.

| DESCRIPTION | AMOUNT |
|-------------------|-------------|
| ORIGINAL CONTRACT | \$20,000.00 |
| AMENDMENT NO. 1 | \$20,000.00 |
| AMENDMENT NO. 2 | \$0.00 |
| AMENDMENT NO. 3 | \$0.00 |
| AMENDMENT NO. 4 | \$10,000.00 |
| CONTRACT TO DATE | \$50,000.00 |

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices describing the services performed. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 4, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 4 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 18, 2025, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

3. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 4 as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustmante
Chairperson, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

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

Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

**Professional Services Agreement
Amendment No. 3**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2021)**

This AMENDMENT No. 3 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated November 18, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (“Contractor”). The Amendment was effective as of the date of approval of the Amendment by the Agency Joint Powers Board on November 16, 2023.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide employee medical services for Agency’s employees (RFP No. 22/18/P).

Subsequent to the approval and execution of the Amendment by the Agency, Contractor accidentally destroyed the Amendment and could not return the Amendment to the Agency. Therefore, the parties are re-executing the Amendment.

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

Article 4, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

- A. This Agreement shall be effective November 16, 2023, and terminate on November 18, 2024, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have re-executed this AMENDMENT as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Michael Garcia
Michael Garcia
Chairperson, Joint Powers Board

15/01/2024
Date:

ATTEST:

Geralyn Cardenas X/V
Geralyn Cardenas
Interim Santa Fe City Clerk

CONTRACTOR:

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

Robert Hassett D.O., MPH
Robert Hassett DO, MPH (Jan 15, 2024 09:25 CST)
Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary

16/01/2024
Date

APPROVED AS TO FORM:

Nancy R. Long
Nancy Long (Jan 12, 2024 14:47 MST)
Nancy R. Long
Agency Attorney

01/12/2024
Date:

ATTACHMENT 3

**Professional Services Agreement
Amendment No. 2**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2021)**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 18, 2021 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide employee medical services for Agency's employees (RFP No. '22/18/P).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to reflect the Contractor's new rates for services listed in Exhibits A and B of the Agreement so that Article 3 shall read in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Forty Thousand Dollars and No Cents (\$40,000.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Services, attached hereto as Exhibits A and B.

| DESCRIPTION | AMOUNT |
|-------------------|-------------|
| ORIGINAL CONTRACT | \$20,000.00 |
| AMENDMENT NO. 1 | \$20,000.00 |
| AMENDMENT NO. 2 | \$0.00 |
| CONTRACT TO DATE | \$40,000.00 |

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices describing the services performed. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A and B.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

2. AGREEMENT IN FULL FORCE

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

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson

2/16/23
Date:

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

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

Robert G. Hassett
Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary

3/10/23
Date

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

2-17-2023
Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

The scope of services is organized into sections based on the Agency's overall needs for employee medical services.

1. OFFEROR'S GENERAL RESPONSIBILITIES

Offeror must have a medical facility within 30 minutes normal driving distance from the Agency's Administration Building located at 149 Wildlife Way, Santa Fe, NM 87506.

Offeror shall provide the medical services listed in the Background Section of the RFP on an as-needed basis between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours before 8:00 a.m. and/or after 5:00 p.m. and weekend hours are highly preferred for drug and alcohol testing.

Offeror shall provide staffing, laboratory services and other support services as required by the Agency.

Offeror shall maintain medical records documenting all care provided by the Offeror including, but not limited to, injury care, occupational medical evaluation, treatment, physical examination, medical examination, immunization, screening and testing.

Offeror shall provide full-service drug and alcohol testing including collection, lab testing, reports, results and consolidated billing for post-offer employment, reasonable suspicion, post-accident, random testing and DOT-compliance testing. Services for Medical Review Officer (MRO) are contracted separately and not included in this RFP.

Offeror shall provide DOT and OSHA medical and physical examinations as per Agency's programs referenced in the Background Section of the RFP.

Offeror shall provide employees with work-related injuries and illnesses, the proper medical care and treatment and in a timely basis. Offeror shall also provide appropriate medical and rehabilitative services to the employees for maximum medical improvement (MMI) and a safe return to work as early as possible.

Offeror shall serve as an expert witness for substance abuse testing and procedures, injury care and NM Workers' Comp related cases, when requested by the Agency.

Offeror shall comply with all state and federal regulations including OSHA for the medical services referenced in the Background Section of the RFP.

2. OFFEROR'S MEDICAL FEES

Offeror shall provide a fee schedule for the following: physical examinations, screenings and medical tests.

BASIC & DOT PHYSICALS / DRUG & ALCOHOL TESTING

| | |
|---|--------------|
| Physical Examination | \$ <u>62</u> |
| DOT Physical Examination | \$ <u>73</u> |
| DOT Regulated Drug Screen (5-panel) | \$ <u>59</u> |
| Non-Regulated (Rapid) Drug Screen (5-panel) | \$ <u>47</u> |
| Non-Regulated Drug Screen (10-panel) | \$ <u>88</u> |
| Breathe Alcohol Test (BAT) | \$ <u>38</u> |

The above services are to be used in different combinations to adhere to our occupational health policies for regular and DOT physical examinations and drug and alcohol testing policy.

IMMUNIZATIONS AND INFECTIOUS DISEASE SCREENING

| | |
|---|-----------------------------|
| Hepatitis B Vaccine | \$ <u>111 per injection</u> |
| Hepatitis B Titer (Surface Antibody) | \$ <u>93</u> |
| T-Dap Vaccine (Tetanus, Pertussis & Diphtheria) | \$ <u>85</u> |
| Influenza Vaccine | \$ <u>45</u> |
| HIV Screening | \$ <u>136</u> |
| Tuberculosis Screening | \$ <u>69</u> |
| On-Site (per hour) | \$ <u>N/A</u> |

RESPIRATORY PROTECTION PROGRAM

| | |
|---|---------------|
| OSHA Respirator Questionnaire | \$ <u>38</u> |
| Respirator Physical | \$ <u>72</u> |
| Pulmonary Function Test | \$ <u>51</u> |
| Lead & ZPP Whole Blood* | \$ <u>92</u> |
| Gen Health Panel (Chem. 23, CBC, UA) ⁽¹⁾ | \$ <u>77</u> |
| Cholinesterase Whole Blood ⁽¹⁾ | \$ <u>92</u> |
| Heavy Metals - As, Pb, Hg Urine ⁽¹⁾ | \$ <u>119</u> |
| Chest X-Ray ⁽²⁾ | \$ <u>116</u> |
| E.K.G. ⁽²⁾ | \$ <u>109</u> |

(1) - Required laboratory testing for employees who manage hazardous waste for more than 30 days per year.

(2) - Optional. Will be provided if necessary and authorized by the Agency.

~~3. INJURY CARE / NM WORKERS'S COMP~~

Offeror shall provide their approach for injury care cases and worker's comp claims including appointments, wait-time, procedures, protocols, communication methods, case management, referral process, and billing.

4. OTHER MEDICAL SERVICES

Offeror may recommend other medical services along with the associated fees providing the reasons for expanding the scope of services. Below are other medical services that may be utilized by the Agency due to the evolving COVID-19 pandemic. Exhibit B contains the details of these services.

| | |
|--------------------------------------|---------------|
| Coronavirus Clearance/RTW Evaluation | \$ <u>91</u> |
| Coronavirus (COVID-19) Assessment | \$ <u>30</u> |
| SARS Co-V2 RNA COVID19 | \$ <u>185</u> |
| SARS Cov-2 Ab IgG Spike | \$ <u>110</u> |

EXHIBIT B

Other Medical Services

**COVID-19 SARS CoV 2 RNA AND SARS CoV 2 AB IgG (ANTIBODY TESTING)
CENTER SERVICES**

1. Concentra Responsibilities. Concentra will assign appropriate staff to perform the Services set forth on Exhibit A. Notwithstanding anything contained in this Agreement to the contrary, all obligations of Concentra are contingent upon the reasonable availability of testing supplies, including personal protective equipment (PPE), and staff to perform the Services. If at any time such testing supplies or staff is unavailable, Concentra may suspend the Services immediately at its sole discretion.

2. Client Responsibilities. Any testing materials or equipment to perform the Services under this Agreement, shall adhere to all COVID-19 SARS CoV2 RNA and SARS CoV 2 AB IgG (Antibody Testing) guidelines issued by the Centers for Disease Control and Prevention (CDC) to the greatest extent possible.

a) Testing materials to be provided (please select what will be provided by Client)

- Testing Device:
- Test Kits:
- Other:
- ✓ **None, Concentra to provide all requirements**

* Client acknowledges and agrees that Concentra's ability to perform the Services of the Agreement is contingent upon the provision of the supplies set forth above. All testing supplies provided by shall satisfy requirements of the U.S. Food and Drug Administration (FDA) or other applicable federal and state agencies to perform COVID-19 testing.

3. Indemnification. Concentra shall indemnify and hold harmless Client, including its agents, employees, principals, shareholders, and officers, from any liability in connection with any act or event causing harm or injury to any participant of the screening, provided such act or event is caused by the sole negligent act or omission of Concentra or any Concentra agent or employee.

4. Compliance with Laws. Concentra and Client agree to comply with all applicable federal and state laws and regulations, including any laws or emergency public health orders which are enacted before or after the Effective Date.

Concentra will provide the Services at the rates below:

| Test | Fee |
|---|---------------|
| SARS CoV 2 RNA 39448 (COVID-19) | \$185.00/test |
| SARS CoV 2 AB IgG COVID-19 39504 (Antibody Testing) | \$110.00/test |

- a) All Services performed shall be for **asymptotic** test participants only. Test participants shall be defined as Client’s employees. **Symptomatic** individuals will not be tested and should be instructed not to visit Concentra.
- b) RNA tests are used to determine if someone is currently infected with SARS CoV-2, the virus that causes COVID-19. These tests check samples from the respiratory system, such as swabs from inside the nose.
- c) Antibody tests (IgG) venipuncture to check for a previous infection.
 - i. Concentra will assign appropriate staff to perform the Services set forth herein. Notwithstanding anything contained in this Agreement to the contrary, all obligations of Concentra are contingent upon the reasonable availability of testing supplies, including personal protective equipment (PPE), and staff to perform the Services. If at any time such testing supplies or staff is unavailable, Concentra may suspend the Services at its sole discretion. Nationwide shortages of PPE may impact the availability of testing. If Concentra is made aware of such a circumstance, then Concentra shall make best efforts to notice Client as promptly as possible and Services shall be suspended until such shortage is remedied.
 - ii. All testing shall be done by scheduled visits only. If the Client requires bulk testing Services to be performed in one scheduled event of twenty-five (25) or more test participants, then Client shall provide Concentra with at least two (2) weeks’ written notice of such requirement and Concentra shall ensure staff and supplies are available for such event.
 - iii. Specimen collection and testing will be performed at a Concentra location(s). Concentra shall develop the process and patient flow, as may be required.
 - iv. Test participants must consent to testing and allow Concentra to release results. The applicable consent forms will be distributed by Client to the test participants in advance of the screening event.
 - v. Concentra’s Physician or Clinician shall ask the applicable questions with each test participant. If required and based on responses to the questions, the Concentra Physician or Clinician will order the applicable tests required for each test participant.
 - vi. All specimen collections and testing will be completed under the supervision of a Concentra Occupational Health Physician licensed in the applicable State the services are performed.
 - vii. Concentra will be the occupational health provider to perform specimen collection, testing, and results reporting.
 - viii. All reporting will be provided to Client via employer portal access upon receipt of results from the laboratory.
 - ix. Nasal swab collections and Antibody testing will be performed by Concentra under the supervision of a licensed practitioner.

- x. Concentra staff will provide specimens to the applicable laboratory while ensuring temperature control, if applicable.
- xi. Client acknowledges that it has been advised of, and understands, the purpose and limitations of testing clinical specimens for COVID-19. Client has had an opportunity to consult with its medical and legal counsel about its COVID-19 testing program prior to entering into this Agreement.
- xii. Client understands that it may be restricted from requiring its employees to undergo antibody testing as a condition of returning to work and it has had an opportunity to consult with its legal counsel prior to developing its testing program.

ATTACHMENT 4

**Professional Services Agreement
Amendment No. 1**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2021)**

This AMENDMENT No. 1 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated November 18, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide employee medical services for Agency’s employees (RFP No. '22/18/P).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency

and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Twenty Thousand Dollars and No Cents (\$20,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Forty Thousand Dollars and No Cents (\$40,000.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Services.

| DESCRIPTION | AMOUNT |
|-------------------|-------------|
| ORIGINAL CONTRACT | \$20,000.00 |
| AMENDMENT NO. 1 | \$20,000.00 |
| CONTRACT TO DATE | \$40,000.00 |

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices describing the services performed. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 4, Term and Effective Date of the Agreement is amended to extend the term of the

Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 18, 2023, unless it is terminated sooner pursuant to Article 6 below.

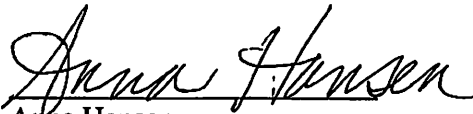
B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

3. AGREEMENT IN FULL FORCE

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

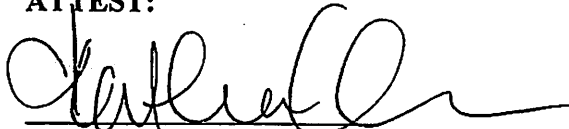
IN WITNESS WHEREOF, the parties have executed this AMENDMENT as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Anna Hansen
Chairperson, Joint Powers Board

11/17/22
Date:


ATTEST:


Katharine E. Clark
Santa Fe County Clerk




CONTRACTOR:

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


Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary

11/19/23
Date

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11-18-2022
Date:

ATTACHMENT 5

Professional Services Agreement with Concentra

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A
(Employee Medical Services – 2021)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (“Contractor”) for employee medical services (RFP No. '22/18/P), as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Twenty Dollars and No Cents (\$20,000.00).

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

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

Occupational Health Centers of the Southwest, P.A. Professional Services Agreement – Employee Medical Services

performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 18, 2022, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 §13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

5. TERMINATION

A. The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

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

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. Contractor shall have the right to terminate this Agreement with or without cause, at any time with no less than thirty (30) days written notice to Agency.

6. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Article 5 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

7. ASSIGNMENT; SUBCONTRACTING

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

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

A. Contractor, its agents, and its employees are independent contractors performing professional services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

9. CHANGE IN CONTRACTOR'S REPRESENTATIVE

The Agency reserves the right to require a change in Contractor representative if the assigned representative fails to perform to the satisfaction of the Agency. Contractor will have fifteen (15) days from the Agency's written notice to remove and replace the representative with another representative acceptable to the Agency.

10. RELEASE

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

11. CONFIDENTIALITY

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

B. However, for medical records created through the performance of the Scope of Services hereunder, Contractor shall serve as the custodian of medical records created at the clinic

during the term of this Agreement. Contractor, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the term of this Agreement applicable to Contractor. Agency acknowledges that Contractor will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable). Agency understands and acknowledges that Agency is not entitled to access any patient medical records except to the extent allowed by law. Contractor is a “covered entity” as enumerated in 45 CFR §160.103. As a covered entity, Contractor may only disclose protected health information as authorized by and to the extent allowed by law. Upon the termination of this Agreement for any reason, Contractor shall maintain all records created against the statutory and regulatory requirements. Should Agency request records be maintained by Contractor beyond any state, local or federal rule due to an ongoing audit or legal matter, then Agency shall be invoiced for such retention for as long as such records are retained until written notice from Agency to destroy such retained records. This Article 11 shall survive the termination of this Agreement.

12. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Contractor in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

13. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations

pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

14. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$2,000,000 for each occurrence and \$4,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for professional medical malpractice to cover no less than \$2,000,000 for each claim.

D. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this

Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

15. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

16. RECORDS AND AUDIT

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

17. THIRD PARTY BENEFICIARIES

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

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

19. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

20. NON-DISCRIMINATION

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

21. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties *Occupational Health Centers of the Southwest, P.A. Professional Services Agreement – Employee Medical Services*

for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

22. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

23. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

25. NOTICES

A. Any notice required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

CONTRACTOR: 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
Spectrum Drive, Suite 1200 West
Addison, TX 75001


- B. Such notices may be delivered by:
- 1) personal delivery;
 - 2) certified U.S. mail, returned receipt requested; or
 - 3) recognized overnight delivery service.
- C. Any such notice shall be effective upon actual receipt by the party entitled thereto.
- D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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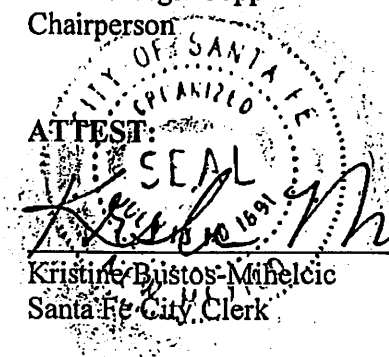
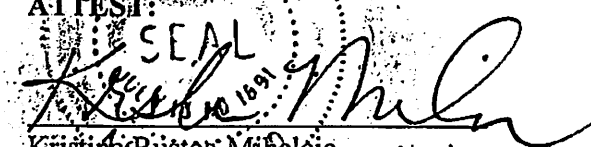
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth

below.


SANTA FE SOLID WASTE MANAGEMENT AGENCY:


JoAnne Vigil Coppler
Chairperson

11/18/2021
Date:

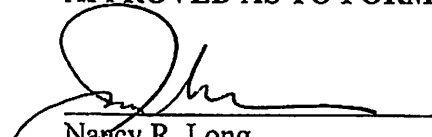
ATTEST:


Kristine Bujtos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:


Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary

11-24-21
Date

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11.19.2021
Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

The scope of services is organized into sections based on the Agency's overall needs for employee medical services.

1. OFFEROR'S GENERAL RESPONSIBILITIES

Offeror must have a medical facility within 30 minutes normal driving distance from the Agency's Administration Building located at 149 Wildlife Way, Santa Fe, NM 87506.

Offeror shall provide the medical services listed in the Background Section of the RFP on an as-needed basis between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours before 8:00 a.m. and/or after 5:00 p.m. and weekend hours are highly preferred for drug and alcohol testing.

Offeror shall provide staffing, laboratory services and other support services as required by the Agency.

Offeror shall maintain medical records documenting all care provided by the Offeror including, but not limited to, injury care, occupational medical evaluation, treatment, physical examination, medical examination, immunization, screening and testing.

Offeror shall provide full service drug and alcohol testing including collection, lab testing, reports, results and consolidated billing for post-offer employment, reasonable suspicion, post-accident, random testing and DOT-compliance testing. Services for Medical Review Officer (MRO) are contracted separately and not included in this RFP.

Offeror shall provide DOT and OSHA medical and physical examinations as per Agency's programs referenced in the Background Section of the RFP.

Offeror shall provide employees with work-related injuries and illnesses, the proper medical care and treatment and in a timely basis. Offeror shall also provide appropriate medical and rehabilitative services to the employees for maximum medical improvement (MMI) and a safe return to work as early as possible.

Offeror shall serve as an expert witness for substance abuse testing and procedures, injury care and NM Workers' Comp related cases, when requested by the Agency.

Offeror shall comply with all state and federal regulations including OSHA for the medical services referenced in the Background Section of the RFP.

2. OFFEROR'S MEDICAL FEES

Offeror shall provide a fee schedule for the following: physical examinations, screenings and medical tests.

BASIC & DOT PHYSICALS / DRUG & ALCOHOL TESTING

| | |
|---|--------------|
| Physical Examination | \$ <u>58</u> |
| DOT Physical Examination | \$ <u>68</u> |
| DOT Regulated Drug Screen (5-panel) | \$ <u>55</u> |
| Non-Regulated (Rapid) Drug Screen (5-panel) | \$ <u>47</u> |
| Non-Regulated Drug Screen (10-panel) | \$ <u>75</u> |
| Breathe Alcohol Test (BAT) | \$ <u>35</u> |

The above services are to be used in different combinations to adhere to our occupational health policies for regular and DOT physical examinations and drug and alcohol testing policy.

IMMUNIZATIONS AND INFECTIOUS DISEASE SCREENING

| | |
|---|-----------------------------|
| Hepatitis B Vaccine | \$ <u>104 per injection</u> |
| Hepatitis B Titer (Surface Antibody) | \$ <u>87</u> |
| T-Dap Vaccine (Tetanus, Pertussis & Diphtheria) | \$ <u>80</u> |
| <hr/> | |
| Influenza Vaccine | \$ <u>36</u> |
| HIV Screening | \$ <u>92</u> |
| Tuberculosis Screening | \$ <u>38</u> |
| On-Site (per hour) | \$ <u>N/A</u> |

RESPIRATORY PROTECTION PROGRAM

| | |
|---|---------------|
| OSHA Respirator Questionnaire | \$ <u>35</u> |
| Respirator Physical | \$ <u>67</u> |
| Pulmonary Function Test | \$ <u>48</u> |
| Lead & ZPP Whole Blood* | \$ <u>113</u> |
| Gen Health Panel (Chem. 23, CBC, UA) ⁽¹⁾ | \$ <u>72</u> |
| Cholinesterase Whole Blood ⁽¹⁾ | \$ <u>86</u> |
| Heavy Metals - As, Pb, Hg Urine ⁽¹⁾ | \$ <u>112</u> |
| Chest X-Ray ⁽²⁾ | \$ <u>74</u> |
| E.K.G. ⁽²⁾ | \$ <u>64</u> |

(1) - Required laboratory testing for employees who manage hazardous waste for more than 30 days per year.

(2) - Optional. Will be provided if necessary and authorized by the Agency.

3. ~~INJURY CARE / NM WORKERS'S COMP~~

Offeror shall provide their approach for injury care cases and worker's comp claims including appointments, wait-time, procedures, protocols, communication methods, case management, referral process, and billing.

4. OTHER MEDICAL SERVICES

Offeror may recommend other medical services along with the associated fees providing the reasons for expanding the scope of services. Below are other medical services that may be utilized by the Agency due to the evolving COVID-19 pandemic. Exhibit B contains the details of these services.

| | |
|--------------------------------------|---------------|
| Coronavirus Clearance/RTW Evaluation | \$ <u>85</u> |
| Coronavirus (COVID-19) Assessment | \$ <u>30</u> |
| SARS Co-V2 RNA COVID19 | \$ <u>185</u> |
| SARS Cov-2 Ab IgG Spike | \$ <u>110</u> |

EXHIBIT B

Other Medical Services

**COVID-19 SARS CoV 2 RNA AND SARS CoV 2 AB IgG (ANTIBODY TESTING)
CENTER SERVICES**

1. Concentra Responsibilities. Concentra will assign appropriate staff to perform the Services set forth on Exhibit A. Notwithstanding anything contained in this Agreement to the contrary, all obligations of Concentra are contingent upon the reasonable availability of testing supplies, including personal protective equipment (PPE), and staff to perform the Services. If at any time such testing supplies or staff is unavailable, Concentra may suspend the Services immediately at its sole discretion.

2. Client Responsibilities. Any testing materials or equipment to perform the Services under this Agreement, shall adhere to all COVID-19 SARS CoV2 RNA and SARS CoV 2 AB IgG (Antibody Testing) guidelines issued by the Centers for Disease Control and Prevention (CDC) to the greatest extent possible.

a) Testing materials to be provided (please select what will be provided by Client)

- Testing Device:
- Test Kits:
- Other:
- ✓ **None, Concentra to provide all requirements**

* Client acknowledges and agrees that Concentra's ability to perform the Services of the Agreement is contingent upon the provision of the supplies set forth above. All testing supplies provided by shall satisfy requirements of the U.S. Food and Drug Administration (FDA) or other applicable federal and state agencies to perform COVID-19 testing.

3. Indemnification. Concentra shall indemnify and hold harmless Client, including its agents, employees, principals, shareholders, and officers, from any liability in connection with any act or event causing harm or injury to any participant of the screening, provided such act or event is caused by the sole negligent act or omission of Concentra or any Concentra agent or employee.

4. Compliance with Laws. Concentra and Client agree to comply with all applicable federal and state laws and regulations, including any laws or emergency public health orders which are enacted before or after the Effective Date.

Concentra will provide the Services at the rates below:

| Test | Fee |
|---|---------------|
| SARS CoV 2 RNA 39448 (COVID-19) | \$185.00/test |
| SARS CoV 2 AB IgG COVID-19 39504 (Antibody Testing) | \$125.00/test |

- a) All Services performed shall be for **asymptotic** test participants only. Test participants shall be defined as Client’s employees. **Symptomatic** individuals will not be tested and should be instructed not to visit Concentra.
- b) RNA tests are used to determine if someone is currently infected with SARS CoV-2, the virus that causes COVID-19. These tests check samples from the respiratory system, such as swabs from inside the nose.
- c) Antibody tests (IgG) venipuncture to check for a previous infection.
 - i. Concentra will assign appropriate staff to perform the Services set forth herein. Notwithstanding anything contained in this Agreement to the contrary, all obligations of Concentra are contingent upon the reasonable availability of testing supplies, including personal protective equipment (PPE), and staff to perform the Services. If at any time such testing supplies or staff is unavailable, Concentra may suspend the Services at its sole discretion. Nationwide shortages of PPE may impact the availability of testing. If Concentra is made aware of such a circumstance, then Concentra shall make best efforts to notice Client as promptly as possible and Services shall be suspended until such shortage is remedied.
 - ii. All testing shall be done by scheduled visits only. If the Client requires bulk testing Services to be performed in one scheduled event of twenty-five (25) or more test participants, then Client shall provide Concentra with at least two (2) weeks’ written notice of such requirement and Concentra shall ensure staff and supplies are available for such event.
 - iii. Specimen collection and testing will be performed at a Concentra location(s). Concentra shall develop the process and patient flow, as may be required.
 - iv. Test participants must consent to testing and allow Concentra to release results. The applicable consent forms will be distributed by Client to the test participants in advance of the screening event.
 - v. Concentra’s Physician or Clinician shall ask the applicable questions with each test participant. If required and based on responses to the questions, the Concentra Physician or Clinician will order the applicable tests required for each test participant.
 - vi. All specimen collections and testing will be completed under the supervision of a Concentra Occupational Health Physician licensed in the applicable State the services are performed.
 - vii. Concentra will be the occupational health provider to perform specimen collection, testing, and results reporting.
 - viii. All reporting will be provided to Client via employer portal access upon receipt of results from the laboratory.
 - ix. Nasal swab collections and Antibody testing will be performed by Concentra under the supervision of a licensed practitioner.

- x. Concentra staff will provide specimens to the applicable laboratory while ensuring temperature control, if applicable.
- xi. Client acknowledges that it has been advised of, and understands, the purpose and limitations of testing clinical specimens for COVID-19. Client has had an opportunity to consult with its medical and legal counsel about its COVID-19 testing program prior to entering into this Agreement.
- xii. Client understands that it may be restricted from requiring its employees to undergo antibody testing as a condition of returning to work and it has had an opportunity to consult with its legal counsel prior to developing its testing program.