

City of Santa Fe, New Mexico

memo

DATE: November 26, 2013

TO: Finance committee,

VIA: Marcos Tapia, Finance Director ~~AT~~
Erik Litzenberg, Fire Chief *u*

FROM: Brian Caldwell, Medical Officer *bc*

SUBJECT: Professional Services Agreement

Item and Issue:

Professional Services Agreement between the City of Santa Fe and Health Front.

Background/Summary:

Attached is a PSA with Health Front. With this contract we will be able to continue with our Medical Direction that is required per state regulation. We have contracted with the ER Group that runs the Emergency Room at Christus St. Vincent Hospital. We transport over 90% of our calls to Christus Emergency Room. With this medical direction the paramedic will have immediate feedback on the status of the patient and the quality of patient care that was delivered to the patient. Total cost of the agreement is \$94,273.56 for 3 years. Line item 62122.510300

Requested Action:

Approval and signatures of PSA.

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereafter "Agreement") is made and entered into by and between the City of Santa Fe (the "City") and HEALTHFRONT, P.C. (the "Contractor"). The Effective Date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. The Contractor shall provide services as Medical Director for the City Fire Department Emergency Medical Services pursuant to New Mexico statutes Section 24-10B-3(Q) and 24-10B-3(S) NMSA 1978; New Mexico Public Regulation Commission Regulation Title 18.3.14.11(D) NMAC; and New Mexico Department of Health Regulation Title 7.27.3 NMAC7 NMAC 27.3. Contractor states that it is generally familiar with the laws and regulations affecting emergency medical services ("EMS") as they pertain to a Medical Director, practice of emergency medical technicians ("EMTs"), training and continuing education requirements of EMTs, and methods of quality assurance for pre-hospital EMS services.
- B. Approve the level of EMS at which each member of the City Fire Department may practice, regardless of the member's level of state certification or licensure.
- C. Assist in the development, revision and implementation of protocols for all levels of EMS providers, and review of protocols at least annually.

D. Review and make recommendations concerning the EMS training standards for the City Fire Department.

E. Review and make recommendations concerning continuing education of EMTs.

F. Develop a Continuous Quality Improvement program for the City Fire Department EMS program, to include:

(1) Data collection.

(2) Ongoing evaluation of patient care, including field observation, retrospective chart reviews and on-site evaluation.

(3) Investigation and recommendation concerning resolution of medically related complaints.

(4) Recommend remedial and disciplinary actions for City EMTs in accordance with New Mexico regulations Titles 7.27.3.9 (D) (2) and (3) and Title 7. 27. 2. 8 (H) and (J), NMAC.

(5) Regular review of City EMS compliance with federal, state and local laws and regulations as they pertain to EMS services.

G. Provide liaison activities between the City and the local medical community, medical facilities including those in Santa Fe, Los Alamos, Espanola, and Albuquerque, regional and state EMS agencies and applicable political subdivisions.

H. Provide quarterly reports on EMS Medical Director activities to the City Fire Chief.

I. Participate, as requested and permitted, in bi-monthly meetings with

the Fire Chief and Medical Officer.

J. Assist in program development, identification, and City efforts to obtain new resources through grant proposals.

K. Represent the City Fire Department on regional councils and boards, as EMS Medical Director when possible.

L. Be reasonably available to personnel designated by the Fire Chief regarding patient care matters, which arise during patient care encounters.

M. Provide medical direction for the AED Program and provide medical direction for the SWAT Medic for the Police Department.

N. Ensure that the materials developed by the Contractor, under this Agreement, shall be the property of the City Fire Department and shall be delivered to the City no later than the termination date of this Agreement. Materials developed under this Agreement shall not be the subject of copyright to the Contractor.

O. Participate and assist in quarterly trainings with the fire department training division.

2. THE CITY AGREES TO DO THE FOLLOWING:

A. City personnel shall not practice at a level of EMS other than that approved by Contractor. The City further agrees that City personnel shall not practice under the medical direction or protocol of any physician other than Contractor.

B. Contractor has the final decision with respect to the medical protocols and procedures to be used by City EMS personnel.

C. Contractor decisions with respect to the practice of individual EMT personnel are final, and Contractor has the sole authority to limit, suspend or withdraw

medical control of an individual EMT at its sole discretion, and no notice or appeal process will be required prior to limitation or withdrawal of medical control.

D. Contractor may recommend specific action be taken by the City to correct deficiencies noted in the continuous quality improvement process or to address compliance with federal, state and local law or regulation.

E. To provide Contractor with personnel protective gear for on-scene evaluations.

F. To provide Contractor access to City Fire Department through the City Fire Chief when necessary to resolve issues that may arise under this Agreement.

3. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Medical Director 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.

4. COMPENSATION

A. The City shall compensate the Contractor in full for services rendered during the entire three (3) year Term of this Agreement a sum not to exceed ninety four thousand two hundred seventy three dollars and fifty-six cents (\$94,273.56) inclusive of applicable gross receipts taxes. Payment shall be made for services rendered as follows:

(1) Up to 16 hours worked per month, at a rate of one hundred fifty eight dollars and eighty-six cents (\$158.86) per hour for a total sum of Thirty thousand five hundred dollars and thirty-six cents (\$30,500.36) for the first year of this Agreement inclusive of applicable gross receipts taxes.

B. The compensation rate paid for services provided pursuant to this Agreement shall be increased one year from the Effective Date by 3% and annually thereafter upon the Effective Date by an additional 3%. The 3% annual rate increase shall constitute a cost of living adjustment paid to the Contractor. Payment shall be made during the second and third year of this Agreement as follows:

(1) Up to 16 hours worked per month at one hundred sixty three dollars and sixty three cents (\$163.63) per hour for a total sum of thirty one thousand and four hundred fifteen dollars and thirty seven cents (\$31,415.37) for the second year of this Agreement inclusive of applicable gross receipts taxes.

(2) Up to 16 hours a month at one hundred fifty four dollars and twenty three cents (\$168.53) per hour for a total sum of thirty two thousand three hundred fifty seven dollars and eighty three cents (\$32,357.83) for the third year of this Agreement inclusive of applicable gross receipts taxes.

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

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

5. APPROPRIATIONS

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

6. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, for an approximate Term of three (3) years and shall terminate in any event on June 30, 2016 unless sooner pursuant to Article 7 below.

7. TERMINATION

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

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

(2) Compensation is based upon hourly rates and expenses, therefore the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

A. The Contractor and its agents and employees are independent

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

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

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

9. 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.

10. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

11. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations

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

12. RELEASE

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

13. INSURANCE

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

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

C. Contractor shall maintain medical malpractice insurance, to include professional liability insurance for physician practice in the pre-hospital setting throughout the term of this Agreement in amounts no less than as required by the New Mexico Medical Malpractice Act.

14. INDEMNIFICATION

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

15. 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.

16. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any

right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

17. RECORDS AND AUDIT

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

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

19. AMENDMENT

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

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and

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

21. NON-DISCRIMINATION

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

22. SEVERABILITY

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

23. NOTICES

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

City of Santa Fe:
City of Santa Fe Fire Department
Attn: Brian Caldwell,
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
HealthFront P.C.
Attention: President
1640 Old Pecos rail
Suite H Santa Fe NM 87505

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

CITY OF SANTA FE:

CONTRACTOR:
HealthFront P.C.

DAVID COSS, MAYOR

M.S. Delino, Chief Executive

NAME AND TITLE

DATE: _____

DATE: 8/29/13

CRS01-816842-006
City of Santa Fe Business
Registration # 13-00066793

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

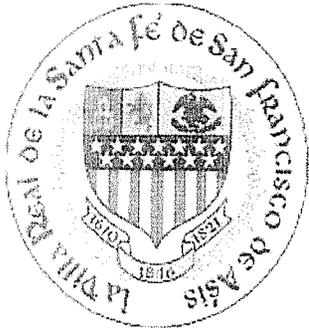
Judith Amer for 7/23/13

GENO ZAMORA, CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

62122
62106.510300
Business Unit Line Item



City Of Santa Fe
PO BOX 909
Santa Fe NM. 87504

City of Santa Fe, New Mexico

BUSINESS LICENSE

Official Document
Please Post

Business Name: **HEALTHFRONT PC**

Location: **455 ST. MICHAEL'S DR**

Class: **BUSINESS REGISTRATION - STANDARD**

Comment: **MEDICAL DOCTORS**

Control Number: 0034352

License Number: 13-00066793

Issue Date January 24, 2013

Expiration Date December 31, 2013

**HEALTHFRONT PC
1640 OLD PECOS TRD STE H**

SANTA FE NM 87505

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.



COVERAGE SUMMARY

Policy Number **0880867** Policy Period from **10/01/2013** to **10/01/2014**
(12:01 A.M. Standard Time at the Principal Address of the First Named Insured)

First Named Insured
HealthFront PC

Principal Address
**1640 Old Pecos Trail
Suite H
Santa Fe, NM 87505**

Mailing Address
**1640 Old Pecos Trail
Suite H
Santa Fe, NM 87505**

First Named Insured's Coverage	LIMITS OF LIABILITY	
	Claim Limit	Aggregate Limit
Coverage A-Individual Professional Liability	---	---
Coverage B-Entity Professional Liability (optional)	\$200,000	\$600,000
Policy Aggregate (if any)	---	---

Specialty **N/A**

Rating Territory **New Mexico**

Rating and Coverage information for any other Protected Party is shown in the Endorsements.

Coverage under your policy is subject to the terms and conditions of the Endorsements listed below:

MPLOC101NM 01/12	New Mexico Changes	MPLOC251 07/11	Schedule of Named Insureds
MPLOC219 07/11	MediGuard Coverage	MPLOCBAA 07/11	Business Associate

Policy Premium	\$219,615.78
PCF	\$119,521.50
Total	\$339,137.28

AGENCY
**The Doctors Company
7770 Jefferson Street NE, Suite 410
Albuquerque, NM 87109
(800) 880-9485**

COMPANY
**The Doctors Company
185 Greenwood Road
P.O. Box 2900
Napa, CA 94558-0900
(707)226-0100, (800)421-2368**

DATE: **09/05/2013**

PLEASE READ YOUR POLICY CAREFULLY

40 0880867 T AG 3778081



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

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

- | | | | | |
|---|-------------------------------|--------------------------|-----------------------------|--------------------------|
| 1 | FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor Healthfront

- 3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$94,273.56

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Medical direction required by the state

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

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

Amount \$ 86,275.00 of original Contract# 10-1032 Termination Date: 06/30/2013

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP RFQ Sole Source Other

6 **Procurement History:** 3 year contract 2010-2013 and now 2013 -2016.
example: (First year of 4 year contract) _____

7 **Funding Source:** Risk management _____ **BU/Line Item:** _____ 62122.510300

8 **Any out-of-the ordinary or unusual issues or concerns:** _____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Karyn Romero _____ Phone # 955-3113

Division Contract Administrator: _____

Division Director: _____

Department Director: Erik Litzenberg _____

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

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** _____

12 **Prior year's contract amount?:** _____

13 **Describe service impact from an ongoing commitment to the contractor:** _____

14 **Why staff cannot perform the work?:** Medical Direction by licensed Physician. _____

15 **If extending contract, why?:** _____

16 **Was a Santa Fe company awarded contract? If not, why?:** _____
areas in the county not normally covered in the Cities service area.

17 **Is this for City Manager or Council approval?:** City Manager _____

To be recorded by City Clerk:

Contract # _____

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

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