

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/04/16
FOR CITY COUNCIL MEETING OF 04/13/16

ISSUE:

22. Request for Approval of Memorandum of Agreement – Sponsor for Monetary Contribution into Mobile Integrated Health Office for Fire Department; Christus St. Vincent Regional Medical Center and Approval of Budget Increase in the Amount of \$100,000. (Andres Mercado)

FINANCE COMMITTEE ACTION:

Approved as discussion item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

Approved with direction to staff.

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR VILLAREAL	X		
COUNCILOR IVES	X		
COUNCILOR LINDELL	Excused		
COUNCILOR HARRIS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

DATE: 02/29/2016
TO: Finance Committee
City Council
FROM: Andres Mercado, Fire Department MIH Officer
VIA: Erik J. Litzenberg, Fire Chief
SUBJECT: MIHO Money Contribution

Background and Summary

The City of Santa Fe Fire Department respectfully requests permission to accept a recently offered contribution of fifty thousand dollars (\$50,000) to its Mobile Integrated Health Office (MIHO) and to increase our budget by that amount.

These funds will be deposited into the SFFD MIH fund (2236.21236; line item 470100 "contributions/donations") and will be used to acquire needed equipment, support operations, and enter into professional service agreements for the MIHO Hotspotting program (where SFFD personnel carry out proactive home visits to the top users of the 911 system).

We are requesting your acceptance of the contribution and to increase our budget to reflect these funds.

Attachment: MOA between City of Santa Fe and Christus St. Vincent

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SANTA FE AND
SPONSOR FOR MONETARY CONTRIBUTION**

This Memorandum of Agreement (“Agreement”), made and entered into by and between the City of Santa Fe, New Mexico, a New Mexico municipal corporation (“City”), and CHRISTUS St. Vincent Regional Medical Center, a New Mexico non-profit corporation (“Sponsor”) (collectively, “Parties”), is effective the day of the last signature below.

RECITALS

WHEREAS, the provision of healthcare in the United States is rapidly changing including an increasing focus on accountability and impact and taking health care to patients’ residences; and

WHEREAS, the City, through its Fire Department (SFFD) is initiating, organizing and managing its Mobile Integrated Health Office (MIHO), with its mission to enhance community safety through well-coordinated, prevention-focused and responsive health services; and

WHEREAS, Sponsor and SFFD share the mutual interest of improving the health of residents within the SFFD response area (the City of Santa Fe and parts of the County of Santa Fe); and

WHEREAS, Sponsor and SFFD share the mutual interest of participating in an innovative model of community health; and

WHEREAS, the MIHO is planned to help monitor the health of vulnerable patients, thereby producing better health outcomes and reducing the number of calls for emergency help, ambulance transports, visits to the emergency room and hospital admissions and readmissions; and

WHEREAS, the Sponsor desires to contribute via monetary and/or in-kind contributions to the SFFD to further MIHO’s mission.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises set forth above and the promises hereinafter appearing, and for other good and valuable consideration, the receipt and sufficiency of which is jointly acknowledged, the Parties agree as follows:

1. DEFINITIONS. The terms defined in this section shall have the meaning specified for all purposes of this Agreement.

- A. **“Contractor”**: An individual(s) providing in-kind services promised by Sponsor.
- B. **“Contribution”**: Financial contribution from Sponsor to SFFD to support the MIHO fulfilling its mission.
- C. **“Participant”**: A past or present individual recipient of MIHO services.
- D. **“Sponsorship”**: the Contribution provided by Sponsor to SFFD for the MIHO.

2. SPONSOR'S CONTRIBUTION

Except as specifically provided below, Sponsor shall pay to the City a non-refundable Contribution totaling Fifty Thousand Dollars (US \$50,000.00), inclusive of GRT, to be used and applied solely and exclusively for and with respect to the MIHO. The Contribution shall be paid within five (5) business days after City certifies to Sponsor, in writing, that all presently planned and required full time employees for the MIHO program have been hired; it being Sponsor's desire that the Contribution be utilized by City for startup costs and expenses for the MIHO other than the wages of full time employees.

Contributions should be payable to "City of Santa Fe" and mailed, wired or delivered in person to:

City of Santa Fe Cashier
Mobile Integrated Health Fund (Fund # _____)
P.O. Box 909
Santa Fe, NM 87504

For wiring instructions, contact Andres Mercado at 505-629-6255 or aimercado@santafenm.gov

3. CITY'S PROMISES

Included as consideration for Sponsor's Contribution(s), the City makes the following promises:

A. Reports. SFFD shall provide Sponsor with regular reports, no less frequently than semi-annually, describing MIHO activities, to include total number of Participants served, total number of home safety assessments completed, total number of medication reconciliations completed and such other information as MIHO Advisory Board shall recommend be provided to Sponsor and other similarly situated sponsors.

B. Advisory Board Invitation. SFFD invites Sponsor to join the MIHO Advisory Board by nominating one individual to serve thereon. The Advisory Board will include representatives from sponsors contributing resources (Contributions or in-kind services) to the MIHO, one representative from La Familia Medical Center, one representative from Santa Fe County, and one representative of the community appointed by the Fire Chief. It is anticipated that Advisory Board meetings will provide an avenue for sponsors to offer guidance, receive MIHO activity updates and reinforce the MIHO's mission. The MIHO Advisory Board shall meet regularly, no less frequently than quarterly.

4. REASONABLE RELIANCE

Sponsor understands and agrees that the City will foreseeably and reasonably rely on Sponsor's promises herein, that City's reliance may result in a substantial change of City's position, and that enforcement of the promises may be required to prevent injustice. Sponsor expressly understands and agrees that upon entering this Agreement, if the Sponsor has made a promise to contribute the Contribution, the City will foreseeably and reasonably rely that said Contribution shall be made as described in Section 2 herein.

Likewise, City understands and agrees that the Sponsor will foreseeably and reasonably rely on City's promises herein, that Sponsor's reliance will result in Sponsor making the

Contributions described above, and that enforcement of the City's promises, to the extent permitted by other terms in this Agreement, may be required to prevent injustice. Sponsor expressly agrees and understands that the existence of the MIHO is reliant on appropriations and authorizations from the City and that the Sponsor's reliance is only reasonable so long as such appropriations and authorizations continue during the Term of this Agreement.

5. APPROPRIATIONS

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

If, due to insufficient appropriations or lack of continuing authorizations, this Agreement shall be terminated by the City before June 30, 2016, then the City shall provide Sponsor with an accounting of the Contributions expended for and with respect to the MIHO and shall further refund to Sponsor any portion of the Contributions not previously expended by the City for and with respect to the MIHO. This obligation of the City to account and refund unexpended portions of the Contributions shall survive the expiration or earlier termination of this Agreement.

6. TERM

The Term of this Agreement shall begin on the date this Agreement is executed and shall terminate on June 30, 2016, subject to early termination pursuant to Section 7 below.

7. TERMINATION

In the event a Party commits a material breach of any provision of this Agreement, the other Party may terminate this Agreement by providing the breaching party with a minimum of thirty (30) days' prior written notice that specifies the nature of said material breach. The breaching party shall have thirty (30) days from the receipt of the notice to correct the material breach. In the event the breaching party fails to thus cure the material breach, this Agreement may be terminated by the non-breaching party upon completion of the thirty day period, notwithstanding any other provision of this Agreement.

8. INTELLECTUAL PROPERTY/OWNERSHIP

The City retains all ownership rights, copyrights, patents, trade secrets and all other intellectual property and ownership rights associated with any ideas, concepts, techniques, inventions, processes or works of authorship relating to the MIHO. For the avoidance of doubt, no ownership or other rights in the MIHO are conveyed to Sponsor hereby.

9. RELATIONSHIP OF PARTIES

This Agreement creates no agency relationship between the Parties hereto, and nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and Sponsor shall have no power to obligate or bind SFFD in any manner whatsoever, nor shall SFFD have the power to bind Sponsor in any manner whatsoever. The Parties agree not to purport to bind each other to any obligation not assumed herein by the Parties unless the

Parties have express written authority to do so, and then only within the strict limits of that authority.

10. STATUS OF CONTRACTOR(S)

It is not contemplated in this Agreement that the Sponsor will be providing in-kind or other services to or for the benefit of MIHO. If and to the extent that the Sponsor's Contribution includes in-kind or other services to or for the benefit of the MIHO, the Sponsor and its agents and employees are independent contractors performing services for the City and are not employees of the City. In such instance, the Sponsor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the City vehicles, or any other benefits afforded to the other employees of the City as a result of this Agreement. The Sponsor shall be solely responsible for the payment of wages, salaries and benefits to any and all employees retained by Sponsor in the performance of the services under this Agreement.

11. MATERIAL DEVELOPED BY SPONSOR

Sponsor assumes full and complete responsibility and liability for the content of all logos and advertising printed, and/or published by Sponsor or submitted by Sponsor to SFFD pursuant to this Agreement.

12. CONFIDENTIALITY

To the extent permitted by law, any confidential information provided to or developed by the Sponsor in the performance of this Agreement shall be kept confidential and shall not be made available by Sponsor to any individual or organization without the prior written approval of the City.

Likewise, to the extent permitted by law, any confidential information of Sponsor, identified as being confidential by Sponsor, which is provided to or developed by the City in the performance of this Agreement shall be kept confidential and shall not be made available by City to any individual or organization without the prior written approval of the Sponsor.

Upon completion of this Agreement or in the event of termination, Sponsor and its Contractor(s) shall return to the SFFD all MIHO materials used in the provision of the MIHO programs.

13. CONFLICT OF INTEREST

To the extent that in-kind or other services are provided by Sponsor under this Agreement, both parties warrant 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 or services required under this Agreement. Sponsor further agrees that in the performance of any in-kind or other services under this Agreement no persons having any such conflict of interests shall be employed by Sponsor.

14. ASSIGNMENT; SUBCONTRACTING

Neither Party shall assign or transfer any rights, obligations or other interest in this Agreement without the prior written approval of the other Party. The Sponsor shall not subcontract its obligation to provide In-Kind Services to be performed under this Agreement without the prior written approval of the City.

15. THIRD-PARTY BENEFICIARIES

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

16. 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.

17. LIABILITY

Each party shall be liable for the actions or omissions of such party's officers, employees, and agents in the performance of this Agreement. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement. Neither party shall be liable for the other party's actions or omissions, or for the actions or omissions of the other party's officers, employees, and agents in the performance of this Agreement. Any liability incurred by the City and/or the Sponsor 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 the Sponsor and their "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.

18. 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.

If to City: City of Santa Fe Fire Department
attn.: Mobile Integrated Health Office
PO Box 909
Santa Fe, NM 87504
Phone (505) 955-3110

If to Sponsor: CHRISTUS St. Vincent Regional Medical Center
Attn: CEO & President
455 St. Michaels Drive
Santa Fe, NM 87505

Phone (505)913-5202

19. COMPLIANCE WITH LAWS AND REGULATIONS

In performance under this Agreement, Sponsor shall comply with all applicable federal and state laws and regulations and City ordinances, including the City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, and any subsequent changes to such article throughout the Term of this Agreement.

20. NON-DISCRIMINATION

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

21. GOVERNING LAW

Sponsor 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 Parties agree 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.

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.

23. WAIVER

No waiver by either Party of any term, covenant, condition or agreement contained herein, shall be deemed as a waiver of any other term, covenant, condition or agreement, nor a waiver of breach thereof deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

24. COUNSEL

The parties hereby expressly acknowledge that each party has been given the opportunity to consult with separate legal counsel for advice on this matter.

25. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. Faxed or emailed signatures shall be given the same force and effect under this Agreement as original signatures.

26. FORCE MAJEURE

Neither party shall be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

27. ENTIRE AGREEMENT; AMENDMENT

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

28. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and/or assigns.

32. SECTION HEADINGS

The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the sections they introduce and shall have no bearing on the construction of the sections they introduce.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives on the date set forth below.

SPONSOR:

CITY OF SANTA FE:

CHRISTUS St. Vincent Regional Medical Center
A New Mexico non-profit corporation

By:

Patrick Carrier
CEO & PRESIDENT

JAVIER M. GONZALES, MAYOR

DATE: _____

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Kelley A. Brennan

KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ,
FINANCE DIRECTOR

*Approved as to form
7/1/16*



**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 checked="" type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor Christus St. Vincent Regional Medical Center

3 Complete information requested Plus GRT
 Inclusive of GR

Original Contract Amount: _____

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Sponsor shall pay to the City of Santa Fe MIHO Program a non-refundable Contribution totaling Fifty Thousand (\$50,000.00)

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 GR

Amount \$ _____ of original Contract# _____ Termination Date: _____

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:** _____
example: (First year of 4 year contract)

7 **Funding Source:** _____ 21236 **BU/Line Item:** _____

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

9 **Staff Contact who completed this form:** _____ Andres Mercado Phone # _____ 955-3120

Division Contract Administrator: _____ Jan Snyder

Division Director: _____

Department Director: _____ Fire Chief 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?:** _____ none

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

14 **Why staff cannot perform the work?:** _____

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

16 **Was a Santa Fe company awarded contract? If not, why?:** _____ Yes

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.

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE		
Fire Department/ Mobile Integrated Health				4/7/10		
ITEM DESCRIPTION	BU / LINE ITEM	<--(Finance Dept Use Only)-->		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Revenue	21236.470100				(50,000)	
Service Contracts	22132.510300			20,000		
Operating	22132.530200			30,000		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	\$ 50,000	\$ (50,000)

Revenue contribution to the MIHO Program to be used for equipment, professional services and support operations.

Karyn Romero Prepared By _____ Date 4/7/10	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/> City Council Approval Date _____ Agenda Item #: _____	Budget Officer _____ Date _____ Finance Director _____ Date _____ City Manager _____ Date _____
Division Director _____ Date _____ Paul Beland for EL Department Director _____ Date _____		