

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/25/14
ITEM FROM FINANCE COMMITTEE MEETING OF 06/16/14

ISSUE:

25. Request for Approval of Professional Services Agreement – Hepatitis-B Vaccinations, Titer Test and Booster Vaccination Services for Employees in Classifications Covered under the City of Santa Fe’s Bloodborne Pathogen Policy (RFP #14/22/P); Occupational Health Services of the Southwest, P.A. d/b/a Concentra Medical Centers. (Debbie Rouse and Barbara Boltrek)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of professional services agreement for Hepatitis-B Vaccinations, Titer Test and Booster Vaccination services for employees in classifications covered under the City of Santa Fe’s Bloodborne Pathogen Policy (RFP #14/22/P) with Occupational Health Services of the Southwest, P.A., d/b/a/ Concentra Medical Centers in the amount of \$20,000 plus gross receipts tax not to exceed \$80,000 plus gross receipts tax. Budget is available in insurance claims fund.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCIssue

City of Santa Fe, New Mexico

memo

DATE: June 9, 2014

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Division *RR*

VIA: Marcos A. Tapia, Director
Finance Department *MA*

ISSUE: Award of Request for Proposal # '14/22/P
Hepatitis B Vaccination

SUMMARY:

On April 15, 2014, two proposals were received for the above referenced service as follows:

	Evaluation Score
Concentra, Santa Fe	2060
Internal Medicine Specialists, Santa Fe	

The evaluation criteria consisted of performance capability (30%); extent of administrative services (40%); and fee proposal (30%). The proposal was reviewed and evaluated by Robert Rodarte, Purchasing, Barbara Boltrek, Carlos Ramirez, and Debbie Rouse, Risk and Safety and Ken Smithson, Transit.

The using department has reviewed the proposals and recommends award to Concentra, Santa Fe in the amount of \$20,000.00 annually for a four year term.

Budget will be available in account number 62106.510300 (Risk & Safety – Insurance Claims – Professional Service) for each fiscal year.

ACTION:

It is requested that this recommendation of award to Concentra, Santa Fe, in the amount of \$20,000.00 annually for a four year term be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.
3. A copy of tabulation score sheet.

EVALUATION SCORES

'14/22/P

HEPATITIS B VACCINATION

Evaluation Committee	Written Evaluation	
	Concentra	Internal Medicine Specialists LLC
Robert Rodarte	360	270
Barbara Boltrek	440	380
Carlos Ramirez	400	240
Debbie Rouse	360	270
Ken Smithson	500	380
Total Score	2060	1540

City of Santa Fe, New Mexico

memo

DATE: June 2, 2014

TO: Finance Committee
City Council

FROM: Debbie Rouse^{dr}, Safety Manager

VIA: Barbara Boltrek, Risk Management/Safety Manager^{BCB}

ISSUE: Approval of Hepatitis-B-Vaccination Contract to Concentra RFP 14/22/P

SUMMARY:

Attached is a Hepatitis-B-Vaccination Contract to Concentra for \$20,000 annually for four years and not to exceed \$80,000 for the life of the contract, which is executed on June 30, 2014 and will expire June 30, 2018.

This agreement with Concentra provides Hepatitis-B-Vaccinations, Titer Test and Booster Vaccinations services for the City of Santa Fe employees affected by the City's Bloodborne Pathogen Policy.

ACTION:

Please approve the attached Contract to Concentra for \$80,000. Adequate funding is available in Fund/Business Unit 62106.510300

ATTACHMENTS:

Hepatitis-B-Vaccinations - Professional Services Agreement
Summary Form
Certificate of Insurance

City of Santa Fe, New Mexico

memo

DATE: JUNE 3, 2014

TO: SHIRLEY RODRIGUEZ, PROCUREMENT ANALYST
PURCHASING DIVISION

FROM: DEBBIE ROUSE, ^{dc} SAFETY MANAGER

VIA: BARBARA BOLTREK, RISK MANAGEMENT/SAFETY MANAGER *BB*

SUBJECT: RECOMMENDATION OF AWARD FOR RFP# 14/22/P

The Office of Risk Management requested proposals for the service to provide Hepatitis-B-vaccinations, Titer Test and Booster Vaccinations for the City of Santa Fe employees. On April 29th, the designated review committee reviewed two proposals submitted by Internal Medical Specialists LLC and Concentra.

As a result of this review, it is the recommendation of the committee to award RFP# 14/22/P, Hepatitis-B-Vaccination Program, to Concentra.

The contract amount will be \$20,000 per year, for a four year term, not to exceed \$80,000 for the life of the contract.

Funding is available in business unit and line item: 62106.510300.

Should you have any questions regarding this matter, please contact me at 5625.

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Occupational Health Services of the Southwest, P.A., d/b/a Concentra Medical Centers (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last. Attachment . ealth Services of the So

RECITALS:

WHEREAS, Contractor is in the business of providing certain healthcare services through its employees, and/or its designated affiliates as more fully defined above, including those services as described in Scope of Services; and

WHEREAS, City desires to engage Contractor, and Contractor desires to accept such engagement, to provide the Services, on the terms and conditions set forth in this Agreement and Special Conditions as described in Exhibit "A" attached hereto;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **SCOPE OF SERVICES**

The Contractor shall provide the following Services for the City:

A. Provide the Hepatitis B vaccination, (series 1, 2 and 3), Titer Tests and Booster vaccinations for city employees in the classifications covered under the City of Santa Fe's Bloodborne Pathogen Policy. The Contractor shall independently perform the activities required by OSHA standards 1910.1030 (f), Hepatitis vaccination and post exposure evaluation, and follow-up, (h), record keeping.

B. Review and analyze the employee consent form for contraindications to the vaccine and will, at a minimum, have a registered nurse under his licensure

administer the vaccine. Employees who are judged by the Contractor as having contraindications to receiving the vaccine will not be vaccinated.

C. Provide awareness training to all affected city employees prior to acceptance or declination of the vaccination by those employees. The awareness training shall include, as a minimum, an explanation of the Hepatitis B virus, who needs the vaccination, what the vaccination involves, the benefits of the vaccine, and the risks associated with receiving the vaccination.

D. Assist employees in completing the acceptance or declination form and maintain files/records on all forms.

E. The Contractor shall track the employees who have received the Hepatitis B vaccination and will contact the employee when he/she needs to return for their 2nd and 3rd vaccination. The Contractor shall maintain records of vaccination history in accordance with OSHA standards, 19101030 (h), recordkeeping.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the Services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eighty thousand dollars (\$80,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at the sum of twenty thousand dollars (\$20,000) per year for the term of the agreement.

B. The Contractor shall be responsible for payment of gross receipts

taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. 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.

4. 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2018, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by either party upon thirty (30) days written notice to the other 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 not based upon hourly rates for Services rendered, therefore the City shall pay the Contractor for the reasonable value of Services satisfactorily performed through the date Contractor receives notice of such

termination, and for which compensation has not already been paid.

7. 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.

8. CONFIDENTIALITY

A. The City is a public entity that is required to comply with the Inspection of Public Records Act (IPRA). In the event this paragraph 8 conflicts with IPRA requirements the City shall comply with IPRA. The parties recognize and acknowledge that in the course of performing its duties and obligations under this Agreement such parties may have access to the other party's trade secrets and confidential or proprietary information (the "Information"). Information shall include, but not be limited to, this Agreement and the terms contained herein. Each party hereby agrees that, except when required by law, it will not disclose, in whole or in part, such Information for its own

purposes or for the benefit of any other person, firm, partnership, association, corporation or business organization, entity or enterprise. In connection therewith, each party represents and warrants that any employee or agent of a party that has access to the Information of the other party has executed a written agreement or provided reasonable assurances obligating each individual to adhere to and be subject to the terms of this Section 8(a). Both parties shall maintain the confidentiality of medical records generated hereunder in accordance with applicable law and shall protect from disclosure any protected health information, as defined in 45 CFR §164.501.

B. The parties agree that, in the event of a disclosure or threatened disclosure of such Information in a manner inconsistent with the terms of this Agreement, through any means whatsoever, the injured party may terminate this Agreement and may, in addition to any other remedies to which it may be entitled: (i) demand the return of any and all documents or other tangible items which reflect, reveal, disclose, constitute, compromise, or embody such Information and any or all copies thereof, whereupon the party disclosing, or threatening to disclose, such Information in a manner inconsistent with the terms of this Agreement shall promptly comply with such demand; (ii) be entitled to institute and prosecute proceedings in the First Judicial District Court, Santa Fe, New Mexico to obtain temporary and/or permanent injunctive relief to enforce any provision hereof, without the necessity of proof of actual injury, loss or damage; and (iii) recover damages, losses, and expenses of any nature, including without limitation attorneys' fees, arising out of, resulting from or otherwise relating to such disclosure or threatened disclosure. Anything contained in this Section 8(b) to the contrary notwithstanding, each of the parties to this Agreement shall not be required to return or deliver any documents or other tangible items relating to such Information, if such return or delivery would directly

violate any express provisions of an applicable order of a court of competent jurisdiction. It is the intention of the parties hereto that, in enforcing the provisions of this Section 8(b), a court may take into consideration, among other factors, each of the parties' interest in maintaining the confidentiality of such Information. Anything contained in this Section 8(b) to the contrary notwithstanding, the provisions of this Section 8(b) are not intended to cover information, which is in the public domain or becomes generally known.

8. 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.

9. 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 consent of the City.

10. 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.

11. 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 in 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 thirty (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, 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 such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

12. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all reasonable 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. This indemnity provision does not apply to Liabilities arising out of or relating to the sole negligent acts or omissions of City.

13. 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.

14. 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.

15. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of (3) 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.

16. 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.

17. AMENDMENT

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

18. 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.

19. 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.

20. 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.

21. MISCELLANEOUS

A. Legislative Modification. Notwithstanding any other provision to the contrary: (1) in the event that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the term of this Agreement prohibits, restricts, or in any way materially changes the method or amount of reimbursement or payment for Services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction, or limitation; and (2) with respect to any law, rule, regulation, or interpretation thereof which results in a material increase in the cost of Services provided by Contractor hereunder, Contractor shall have the right to request an increase its fees to reach that level of prices at which it is willing to provide Services hereunder which the City may, in its discretion, grant or deny, by written amendment to this Agreement. With respect to any other prohibition, restriction, or change that causes this Agreement to be impermissible or materially different in its effect than contemplated herein, the parties hereto will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of said prohibition, restriction, or change, either party may terminate this Agreement upon written notice to the other party.

B. Publicity. Each party shall submit to the other in advance any advertising, written sales promotions, press releases and other publicity matters relating to this Agreement or in which the other party's name is mentioned and shall not publish or use such advertising, sales promotion, press releases, or publicity matters without prior written approval of the other party. However, either party may, without prior written approval of the other party, include the other party's name and a factual description of the work performed under this Agreement in its lists of references and in the experience section of proposals to third parties, in internal business planning documents, in its annual report to shareholders, and whenever required for legal, accounting or regulatory purposes.

22. 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: Risk Management/Safety Division
P.O. Box 909
Santa Fe, NM 87504

If to Contractor: Concentra Health Services, Inc.
5080 Spectrum Drive, Suite 1200W
Addison, Texas 75001
Attn: Legal 75001111t
Legal_contracts@concentra.com

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

CONCENTRA HEALTH SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

CRS# 02-220310-00-2
City of Santa Fe Business
Registration # 14-00082480

CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, INTERIM CITY ATTORNEY
6/2/14

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

EXHIBIT "A"
SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by either party, except as expressly authorized in writing by the other party. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

N/A

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five (5) working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.



**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** or **CONTRACT AMENDMENT**

2 Name of Contractor Concentra

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$20,000.00

Termination Date: June 30, 2018

Approved by Council Date: Pending

or by City Manager Date: _____

Contract is for: Provide Hepatitis-B-Vaccinations Services to the City.

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

Reason: _____

Amount \$ _____ amendment # 1 Termination Date: _____

Reason: _____

Amount \$ _____ amendment # 2 Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 80,000.00



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

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

RFP# 14/22/P Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: 4 year contract
example: (First year of 4 year contract)

7 Funding Source: _____ 62106 **BU/Line Item:** _____ 510300

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Debbie Rouse

Phone # x.5625

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

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.

Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Tennessee, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURED Occupational Health Centers of The Southwest PA dba Concentra Medical Centers 5080 Spectrum Drive Ste 1200 West Tower Addison, TX 75001	INSURER A: Managed Care Indemnity, Inc.	C1354-001	
	INSURER B: Sentry Insurance A Mutual Co.	24988-000	
	INSURER C: Sentry Casualty Company	28460-001	
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 21174429 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		P 00022-1	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OPAGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		90-04453-12	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		90-04453-16	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
C		N/A		90-04453-17	1/1/2014	1/1/2015	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Medical Professional Liab			P00022-1	1/1/2014	1/1/2015	\$3,000,000. Per Occurrence \$3,000,000. Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

RE: OHC OF THE SWPA/CMC IS BIDDING ON AN RFP UNDER # 14/22/9 TO PROVIDE MEDICAL SERVICES TO THE NAMED CLIENT.

The City of Santa Fe, NM, including all agents, employees, elected and appointed officials and agencies are included as Additional Insureds as respects to General Liability and Automobile Liability, where required by written contract.

General Liability and Automobile Liability policies shall be Primary and Non-Contributory with any

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe, NM
Attention: Purchasing Office
2651 Siringo Road, Building H
Santa Fe, NM 87505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coll:4346283 Tpl:1750855 Cert:21174429 ©1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Y Willis of Tennessee, Inc.		NAMED INSURED Occupational Health Centers of The Southwest PA dba Concentra Medical Centers 5080 Spectrum Drive Ste 1200 West Tower Addison, TX 75001	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

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

other insurance in force for or which may be purchased by The City of Santa Fe, NM, including all agents, employees, elected and appointed officials and agencies.