

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 05/14/14
ITEM FROM FINANCE COMMITTEE MEETING OF 05/05/14**

ISSUE:

13. Request for Approval of Professional Services Agreement – Annual Medical Physicals for Santa Fe Fire Department; Integrated Health Strategies. (Sheila Beuler)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of professional services agreement for annual medical physicals for Santa Fe Fire Department with Integrated Health Strategies in the amount of \$50,000 plus gross receipts tax annually for a total amount of \$200,000. Budget is available in fire fund.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Not present to vote		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

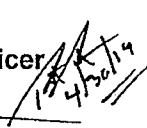
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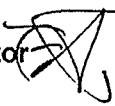
City of Santa Fe, New Mexico

memo

DATE: April 20, 2014

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Division 

VIA: Marcos A. Tapia, Director
Finance Department 

ISSUE: Award of Request for Proposal # '14/20/P
Annual Medical Physicals for the Santa Fe Fire Department

SUMMARY:

On February 14, 2014, four proposals were received for the above referenced service as follows:

	Evaluation Score	Local Preference	Interview Score
Integrated Health Strategies, TX	497		2137.5
Professional Health Services, Inc, PA	517		1812.5
Christus St. Vincent Medical Group, Santa Fe	453		
Concentra, Santa Fe	409	449.5	

The evaluation criteria consisted of work plan (50%); pertinent experience of vendor and staff expertise (25%); and cost proposal (25%). The proposal was reviewed and evaluated by Robert Rodarte, Purchasing, Barbara Boltrek, Risk Management, Faith Applewhite, Sheila Beuler, Carl Brook, and Brittany Snyder, Fire Department.

The using department has reviewed the proposals and recommends award to Integrated Health Strategies, TX in the amount of \$50,000.00 plus GRT annually in the total amount of \$200,000.00 for a four year term.

Budget will be available in FY 14/15 in account number 62122.510300 (Fire Preventive Care – Professional Services).

ACTION:

It is requested that this recommendation of award to Integrated Health Strategies, TX in the amount of \$50,000.00 plus GRT 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
ANNUAL MEDICAL PHYSICALS FOR THE SANTA FE FIRE DEPARTMENT
'14/20/P**

Written Evaluation				
RFP Submittals	Professional Health Services, Inc.	Integrated Health Strategies	Christus St. Vincent Medical Group	Concentra
Robert Rodarte	80	82	95	85
Barbara Boltrek	90	90	80	70
Faith Applewhite	85	77	70	57
Sheila Beuler	93	95	75	70
Carl Brook	80	71	68	60
Brittiany Snyder	89	82	65	67
Total	517	497	453	409
Local Preference	N/A	N/A		449.5

Interview Evaluation		
RFP Submittals	Integrated Health Strategies	Professional Health Services, Inc.
Robert Rodarte	425	375
Barbara Boltrek	450	325
Faith Applewhite	425	350
Sheila Beuler	400	387.5
Brittiany Snyder	437.5	375
Total	2137.5	1812.5
Local Preference	N/A	N/A

City of Santa Fe, New Mexico

memo

DATE: April 29, 2014
TO: Finance Committee
FROM: Sheila Beuler, Fire Officer *SB*
Santa Fe Fire Department
VIA: Erik Litzenberg, Fire Chief, Santa Fe Fire Department *P.B for E.L.*
Robert Rodarte, Purchasing Officer, Purchasing Division
Marcos A. Tapia, Finance Director, Finance Department *MA*
ISSUE: Award of Request for Proposal # '14/20/P
Annual Medical Physicals for the Santa Fe Fire Department

SUMMARY: On February 14, 2014 four (4) proposals were received for the above referenced service as follows:

- Integrated Health Strategies & Solutions (IH2S)
- Professional Health Services, Inc.
- Christus St. Vincent Medical Group
- Concentra

The evaluation criteria consisted of Cost (20%); project understanding & approach (20%); experience, training & education (10%); past performance (15%); knowledge of local conditions (10%); quality assurance (5%); quality of proposal (10%); resource availability (10%); and resource availability (10%). The proposal was reviewed and evaluated by Robert Rodarte, Purchasing, Barbara Boltrek, Risk Management, Sheila Beuler, Fire Officer, Carl Crook, Battalion Chief, Brittany Snyder, Lieutenant and Faith Applewhite, Paramedic.

The using department has reviewed the proposals and recommends this award to Integrated Health Strategies & Solutions (IH2S) in the amount of \$50,000.00 per year, exclusive of GRT.

Monies are available from FY 14/15 budget, business unit and line item 62122.510300.

ACTION:

It is requested that this recommendation of award to Integrated Health Strategies & Solutions (IH2S), in the amount \$50,000.00 exclusive of GRT, be reviewed, approved and submitted to the City Council for its consideration.

Attachment:

1. Professional service agreement copy.

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 INTEGRATED HEALTH STRATEGIES (the "Contractor"). The 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

- A. The Contractor shall provide annual physical examinations and blood tests for approximately 170 Fire Department Personnel employed with the City of Santa Fe Fire Department, in accordance with this Agreement and Exhibit A, attached hereto and incorporated herein by reference.
- B. The annual medical physical conducted by the Contractor must adhere to the United States Occupational Health and Safety Administration Regulations (Standards - 29 CFR) and the National Fire Protection Agency 1500, Standard on Fire Department Occupational Safety and Health Program.
- C. The annual medical physical conducted by the Contractor must adhere to the United States Department of Transportation 49 CFR.391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's Certificate shall be issued to each fire department personnel and a copy provided to the Fire Department's Fire Officer.
- D. Acute and long term medical surveillance for acute exposures of materials defined as hazardous based upon the nature and toxicity of the agent; the medical surveillance provided being medically prudent.
- E. Maintain a Quality Assurance Program with special consideration to be:
- 1) Data collection and confidentiality.
 - 2) Dynamic and retrospective analysis of firefighter health.
 - 3) Participation in the investigation of occupationally related incidents.
 - 4) Regular review of Contractor's compliance with federal, state and local laws and regulations.
 - 5) Participation in meetings with the Fire Chief and/or Fire Officer as requested or required.
 - 6) Assist in the development of a preventative health program as requested or required.
 - 7) Assist in matters of firefighter health, exposure and safety.
 - 8) Ensure that any materials developed by the Contractor under the terms of this proposal shall become the sole property of the City of Santa Fe Fire Department.

Materials developed under this Agreement shall not be the subject to copyright by the Contractor.

F. Testing shall consist of the following scope of services:

1) The Contractor shall provide annual physical examinations and blood tests for approximately 170 City of Santa Fe employed Fire Department personnel (hereinafter referred to as "firefighter"). The annual medical evaluation shall be completed every 12 months and be compared to baseline and subsequent evaluation to identify clinically relevant changes. The annual medical physical shall be provided by the contractor through the use of a board certified MD and/or mid-level healthcare provider defined as a certified nurse practitioner or physician's assistant.

2) The physical examinations conducted by the Contractor must adhere to the following standards:

a) United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).

b) National Fire Protection Agency (NFPA) 1582, comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.

c) United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's certificate shall be issued to each fire department employee and a copy must be provided to the Santa Fe Fire Department's Medical Officer.

G. The Contractor shall be able to provide onsite services, including all services required in the agreement.

1) The Contractor will work with the SFFD Fire Officer to ensure that all requirements of the agreement are met in a timely manner. This includes the daily scheduling for annual physicals and all follow ups. Annual firefighter physicals shall be done in agreement with the SFFD duty schedule in order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of annual physical testing with the intent to begin physicals in January of each calendar year.

2) Each firefighter annual physical shall consist of the following components:

a) Components of the Annual Occupational Medical Evaluation of Members (1582-16, 7.4)

i) **Blood Testing (1582-16, 7.7.1)** – Blood tests shall be performed annually and will include the following:

(1) CBC with differential, RBC indices and morphology and platelet count.

(2) Electrolytes (N, K, Cl, HCO₃ or CO₂).

(3) Renal function (BUN, creatinine).

(4) Glucose.

- (5) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase).
 - (6) Total cholesterol, HDL, LDL and clinically useful lipid ratios and triglycerides.
 - (7) Prostate specific antigen (PSA) after the age of 40 for positive family history, if African American or if otherwise clinically indicated. After the age of 50 for all other males.
 - (8) Thyroid function; TSH & free T4.
- ii) **Infectious Disease Screening and Immunizations (1582-17, 7.7.8).** The following infectious disease screenings and/or immunizations shall be provided after verification of immunization records, as indicated:
- (1) Hepatitis A virus screen – baseline and following occupational exposure.
 - (2) Hepatitis B virus vaccinations and titers – as specified in the CDC guidelines.
 - (3) Hepatitis C virus screen & antibody test – baseline and following occupational exposure.
 - (4) HIV screening – As described in 1582-17, 7.7.10. Available to personnel upon their request.
 - (5) Influenza vaccine – offered to all personnel annually.
 - (6) Measles, mumps and rubella (MMR) vaccine – one dose of MMR vaccine to members born after 1957 without prior immunization and/or evidence of immunity.
 - (7) Tetanus/diphtheria vaccine – booster every 10 years.
 - (8) Tuberculosis screen (PPD) – Annually or more frequently, according to DCD guidelines, unless an employee has a history of positive PPD, in which case the DCD guidelines for management and subsequent chest radiographic surveillance shall be followed.
- iii) **Heavy Metals Screening (1582-17, 7.7.11).**
- (1) 7.7.11.1 Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
 - (2) 7.7.11.2 Evaluations shall be performed following known exposures, for recurrent exposures or where required under federal, state or provincial regulations.
- iv) **Urine Laboratory Testing (1582-16, 7.7.2)** – Urine lab tests required shall be performed annually and include the following:
- (1) Dipstick analysis for glucose, ketones, leukocyte esterase protein, blood and bilirubin.
 - (2) Microscopic analysis for RBC, WBC, casts and crystals if indicated by dipstick analysis results.
- v) **Audiology Testing (1582-16, 7.7.3).** Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:
- (1) 500 Hz
 - (2) 1000 Hz
 - (3) 2000 Hz

- (4) 3000 Hz
- (5) 4000 Hz
- (6) 6000 Hz
- (7) 8000 Hz
- vi) **Vision Testing.** Ishihara, color and depth perception.
- vii) **Resting Electrocardiogram (1582-17, 7.7.6).** Shall be performed annually.
- viii) **Spirometer Testing (1582-16, 7.7.4).** Pulmonary function testing shall be conducted annually to measure the following components:
 - (1) Forced vital capacity (FVC).
 - (2) Forced expiratory volume in 1.0 seconds (FEV1).
 - (3) FVC and FEV1 ratio.
- ix) **Physical Exam and Consultation (1582-16, 7.6).** The annual physical examination shall include each of the following components:
 - (1) Vital signs
 - (2) Head, eyes, ears, nose and throat (HEENT)
 - (3) Neck
 - (4) Cardiovascular
 - (5) Pulmonary
 - (6) Breast
 - (7) GI
 - (8) Genitourinary
 - (9) Hernia
 - (10) Lymph nodes
 - (11) Neurological
 - (12) Musculoskeletal
 - (13) Skin (including cancer screening).
 - (14) Vision as previously noted
- x) **Chest Radiograph (1582-17, 7.7.5).** Shall be performed on firefighter personnel every 5 years with the following exceptions:
 - (1) This test shall be performed every 2 years for individuals testing positive for TB.
- xi) **Medical Provider Evaluation, Guidance and Referral (1582-19, 9.3).**
 - (1) Cardiovascular disorders
 - (2) Endocrine and metabolic disorders
 - (3) Gastrointestinal tract and abdominal viscera disorders
 - (4) HEENT disorders
 - (5) Infectious disease
 - (6) Lung, chest wall and respiratory disorders
 - (7) Medications
 - (8) Neurological disorders
 - (9) Orthopedic disorders
 - (10) Sleep disorders
 - (11) Spine disorders

- (12) Substance abuse
- (13) Tobacco cessation program
- (14) Tumors whether malignant or benign
- (15) Vascular disorders

xii) **FIT Testing.** Annual SCBA face piece fit testing shall be completed on each firefighter as part of the annual physical per OSHA 1910.134. A FIT testing certificate shall be supplied to the Fire Officer for each employee completing an annual physical

xiii) **Medical Record Keeping (4.1.13).** The fire department comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. This data base shall include any follow up or additional fitness and/or medical testing performed outside of these guidelines. The information shall be maintained as part of an individual's comprehensive medical record. The contractor shall be responsible for archiving these additional records as a part of each employee's confidential medical file.

xiv) **Reporting.** The City of Santa Fe and the contractor shall maintain complete and accurate testing records on each City employee, including, but not limited to, annual requirements for specific tests. A "Fit for Duty" certificate will be provided to SFFD for each employee on an annual basis. The Santa Fe Fire Department shall also receive from the contractor an aggregate report on the data collected during the annual physicals which describes the overall health of the fire department. Each fire department member shall receive a copy of the information gathered during their annual physical, including interpretive data. All parties shall comply with HIPPA.

2. STANDARD OF PERFORMANCE AND LICENSES

A. Documentation of a Professional Corporation, Group or Association specializing in occupational medicine providing job-related medical services who operate in Santa Fe, New Mexico and whose physician(s) are:

- 1) New Mexico licensed and board certified occupational practitioner from within the Professional Corporation, Group or Association.
- 2) The New Mexico licensed and board certified occupational professional will be physically available on-sight in the City of Santa Fe during routine office hours, i.e., Monday through Friday from 8:00 a.m. – 5:00 p.m. and Saturdays when physical examinations are being conducted. Firefighter annual physicals will begin in March and be concluded by October 31st.

B. Experience and knowledge in occupational health including surveillance, statistical trending and analysis.

- C. The ability to provide on-sight services including:
 - 1) All aspects of occupation physicals for firefighters and hazardous materials team members.
 - 2) Sound proof auditory testing booth.
 - 3) Routine X-ray facilities.
 - 4) Manual and electronic record archiving.
 - 5) Local representative for accounts receivable.
 - 6) Private consultation and examination rooms.
 - 7) Adequate parking facilities for fire apparatus.

D. Shall work with the fire officer to ensure that all requirements of the contract are met in a timely fashion.

E. Shall work with the medical officer in all requirements for the daily scheduling for physicals and all follow-ups relating to annual physicals workman's compensatory and back to work for employees.

3. COMPENSATION

A. The City shall compensate the Contractor in full for services rendered at the annual rate of \$50,000, for a total sum not to exceed two hundred thousand dollars (\$200,000) including gross receipts tax. The fee for services is listed below, including all tests and screenings.

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 and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

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 terminate on June 30, 2018 unless sooner pursuant to Article 6 below.

6. TERMINATION

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

- 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) If compensation is not based upon hourly rates for services rendered, 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.
- 3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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.

8. 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.

9. 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.

10. 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 City hereby consents to the Contractor using locum companies to hire doctors and outside x-ray companies to perform x-rays. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. 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.

12. 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, with limits of coverage in the aggregate 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 as provided in the Act as of the effective date of this Agreement. 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 evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement. Further, Contractor shall provide its own malpractice insurance, to include liability insurance for all Mid Level Health Care Providers, Community Health Workers and Nutritionists/Dieticians in the Pre-Hospital setting, with limits of coverage in the aggregate maximum amount of malpractice coverage set by state law and regulation.

B. Contractor shall also obtain and maintain Workers' Compensation insurance or evidence of self insurance 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.

13. 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.

14. 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.

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 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.

16. 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.

17. 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.

18. AMENDMENT

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

19. 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.

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 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.

21. 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.

22. NOTICES

Any notice 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:

Santa Fe Fire Department
Solutions
Attn: Sheila Beuler, Fire Officer
Post Office Box 909
Santa Fe, New Mexico 87504-0909

CONTRACTOR:

Integrated Health Strategies and
Attn: Gerald Echard, Vice President
7001 Tremont
Rowlett, Texas 75089

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

CITY OF SANTA FE:

CONTRACTOR:
INTEGRATED HEALTH STRATEGIES

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE

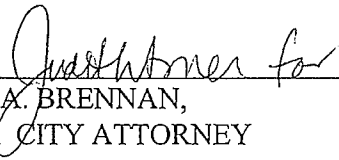
DATE

CRS # _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY 4/30/14

APPROVED:

MARCOS A. TAPIA,
FINANCE DEPARTMENT, DIRECTOR

EXHIBIT A

THE CONTRACTOR SHALL:

Maintain a Quality Assurance Program with special consideration to be:

- 1) Data collection and confidentiality.
- 2) Dynamic and retrospective analysis of firefighter health.
- 3) Participation in the investigation of occupationally related incidents.
- 4) Regular review of Contractor's compliance with federal, state, and local laws and regulations.
- 5) Participation in meetings with the Fire Chief and/or Fire Officer as requested or required.
- 6) Assist in the development of a preventative health program as requested or required.
- 7) Assist in matters of firefighter health, exposure, and safety.
- 8) Ensure that any materials developed by the Contractor under the terms of this proposal shall become the sole property of the City of Santa Fe Fire Department. Materials developed under this Agreement shall not be the subject to copyright by the Contractor.

Scope of Services Defined

1. The contractor shall provide annual physical examinations and blood tests for approximately 170 City of Santa Fe employed Fire Department personnel (hereinafter referred to as "firefighter").
2. *7.3.3. The annual medical evaluation shall be completed every 12 months (+/- 3 months).*
3. *7.3.4 Annual Medical Evaluations shall be compared to baseline and subsequent evaluations to identify clinically relevant changes.* The annual medical physical shall be provided by the contractor through the use of a board certified MD and/or mid-level healthcare provider defined as a certified nurse practitioner or physician's assistant.
4. The physical examinations conducted by the contractor must adhere to the following standards:
 - a) United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
 - b) National Fire Protection Agency (NFPA) 1582, comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
5. The contractor shall be able to provide onsite services, including all services required in the agreement.
6. The contractor will work with the SFFD Fire Officer to ensure that all requirements of the agreement are met in a timely manner. This includes the daily scheduling for annual physicals and all follow ups. Annual firefighter physicals shall be done in agreement with the SFFD duty schedule in order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of annual physical testing with the intent to begin physicals in January of each calendar year.
7. **Each firefighter annual physical shall consist of the following components, unless noted by an asterisk (*). Those items followed by an asterisk shall be performed by a member's private physician as described below in 7.4.2.**
8. *1582-16, 7.4.2. It shall be acceptable for certain components of the annual occupational medical evaluation to be performed by a member's private physician, provided full results are forwarded in the required time frame to the fire department physician.*

- a) 1582-16, 7.4 Components of the Annual Occupational Medical Evaluation of Members
- i) **1582-16, 7.7.1 Blood Testing** – *Blood tests shall be performed annually and shall include the following:*
- (1) *CBC with differential, RBC indices and morphology and platelet count.*
 - (2) *Electrolytes (N, K, Cl, HCO₃, or CO₂).*
 - (3) *Renal function (BUN, creatinine).*
 - (4) *Glucose.*
 - (5) *Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase).*
 - (6) *Total cholesterol, HDL, LDL and clinically useful lipid ratios and triglycerides.*
 - (7) *Prostate specific antigen (PSA) after the age of 40 for positive family history, if African American or if otherwise clinically indicated. After the age of 50 for all other males.*
 - (8) *Thyroid function; TSH & free T4.*
- ii) **1582-17, 7.7.8 Infectious Disease Screening and Immunizations.** *The following infectious disease screenings and/or immunizations shall be provided after verification of immunization records, as indicated:*
- (1) *Hepatitis A virus screen – baseline and following occupational exposure.*
 - (2) *Hepatitis B virus vaccinations and titers – as specified in the CDC guidelines (see note #2).*
 - (3) *Hepatitis C virus screen & antibody test – baseline and following occupational exposure.*
 - (4) *HIV screening – As described in 1582-17, 7.7.10. HIV testing shall be offered on a confidential basis as part of post exposure protocols and as requested by the fire department physician or member.*
 - (5) *Measles, mumps, and rubella (MMR) vaccine – one dose of MMR vaccine to members born after 1957 without prior immunization and/or evidence of immunity.*
 - (6) *Tetanus/diphtheria vaccine – booster every 10 years.*
 - (7) *Tuberculosis screen (PPD) – Annually or more frequently, according to CDC guidelines, unless an employee has a history of positive PPD, in which case the CDC guidelines for management and subsequent chest radiographic surveillance shall be followed.*
- iii) **1582-17, 7.7.11 Heavy Metals Screening (see note #1).**
- (1) *7.7.11.1 Baseline testing for heavy metals (arsenic, lead, mercury, cadmium) shall be required when indicated by known exposure or substantial risk.*
 - (2) *7.7.11.2 Evaluations shall be performed following known exposures, for recurrent exposures or where required under federal, state, or provincial regulations.*
- iv) **1582-16, 7.7.2 Urine Laboratory Testing** – *Urine lab tests required shall include the following:*
- (1) *Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin.*
 - (2) *Microscopic analysis for RBC, WBC, casts, and crystals if indicated by dipstick analysis results.*

- v) **1582-16, 7.7.3 Audiology Testing** - *Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:*
 - (1) 500 Hz
 - (2) 1000 Hz
 - (3) 2000 Hz
 - (4) 3000 Hz
 - (5) 4000 Hz
 - (6) 6000 Hz
 - (7) 8000 Hz
 - 7.7.3.1 *The fire department physician or other qualified medical evaluator shall compare audiogram results obtained during yearly evaluations with baseline and subsequent test results.*
 - 7.7.3.2 *Standard threshold shifts shall be corrected for age as permitted by OSHA.*
- vi) **Vision Testing.** *Ishihara, color and depth perception.*
- vii) **1582-17, 7.7.6 Resting Electrocardiogram.** *Shall be performed annually.*
- viii) **1582-16, 7.7.4 Spirometer Testing.** *Pulmonary function testing shall be conducted annually to measure the following components:*
 - (1) *Forced vital capacity (FVC).*
 - (2) *Forced expiratory volume in 1.0 seconds (FEV1).*
 - (3) *FVC and FEV1 ratio.*
- ix) **1582-16, 7.6 Physical Exam and Consultation.** *The annual physical examination shall include each of the following components:*
 - (1) *Vital signs*
 - (2) *Head, eyes, ears, nose and throat (HEENT)*
 - (3) *Neck*
 - (4) *Cardiovascular*
 - (5) *Pulmonary*
 - (6) *Breast**
 - (7) *GI**
 - (8) *Genitourinary**
 - (9) *Hernia*
 - (10) *Lymph nodes*
 - (11) *Neurological*
 - (12) *Musculoskeletal*
 - (13) *Skin (including cancer screening)**
 - (14) *Vision*
- x) **1582-17, 7.7.5 Chest Radiograph (see note #1).**
 - (1) *7.7.5.1 Chest x-rays shall include an initial baseline and shall be repeated every 5 years or as medically indicated.*
 - (2) *7.7.5.2 The fire department physician or other qualified medical evaluator shall compare any chest radiographs with baseline and subsequent radiographs.*
- xi) **1582-18, 9.3 Fire Department Physician Roles.** *After individually evaluating the member and the member's medical records (including job-related medical rehabilitation records), the fire department physician shall recommend restricting*

members from performing only those specific job tasks that cannot be safely performed by the member given his/her medical condition.

(1) 9.3.1 If an illness, injury or other debilitating condition has altered a member's ability to safely perform an essential job task, the fire department physician shall notify the fire department that the member is restricted from performing that task while on duty.

(2) 9.3.2 The fire department shall determine possible accommodations for members restricted from certain job tasks.

9. FIT Testing

- a) Annual SCBA face piece fit testing shall be completed on each firefighter as part of the annual physical per OSHA 1910.134. A FIT testing certificate shall be supplied to the Fire Officer for each employee completing an annual physical

10. **1582-7, 4.1.13 Medical Record Keeping**

- a) The fire department comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. This data base shall include any follow up or additional fitness and/or medical testing performed outside of these guidelines. The information shall be maintained as part of an individual's comprehensive medical record. The contractor shall be responsible for archiving these additional records as a part of each employee's confidential medical file.

11. **Reporting**

- a) The City of Santa Fe and the contractor shall maintain complete and accurate testing records on each City employee, including, but not limited to, annual requirements for specific tests. The "Fit for Duty" status will be provided to the Santa Fe Fire Department Fire Officer for each employee electronically on an annual basis. The Santa Fe Fire Department shall also receive from the contractor an aggregate report on the data collected during the annual physicals which describes the overall health of the fire department. Each fire department member shall receive an electronic copy of the information gathered during his/her annual physical, including interpretive data. All parties shall comply with HIPPA.

Note #1: Chest Radiographs and baseline heavy metals testing will be paused during year #1 (2014) of IH2S Annual Medical Physicals. This time will be used to gather data on each firefighter's previous medical physicals for the past 5 years. IH2S will determine for each firefighter which personnel require chest x-rays and baseline heavy metals testing based upon previous medical records. An appropriate testing timeline will be established for each firefighter based on previous testing. IH2S will coordinate Chest X-rays and baseline heavy metals testing with the Fire Officer through the scheduling process for 2015.

Note #2: The Hepatitis B vaccination series is administered during the pre-employment process per Risk Management. IH2S will be determining the Hepatitis B titer only for SFFD personnel.