MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: November 15, 2026
Subject: Request for Approval of Amendment No. 1 to the Professional Services Agreement with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for Employee Medical Services (FY26-RFP-031)

SUMMARY

The Agency requests that the Board approve Amendment No. 1 to the Professional Services Agreement (Agreement) with Occupational Health Centers of the Southwest, P.A. ("Concentra"), of Addison, TX, for employee medical services.

The Amendment extends the term of the Agreement through November 20, 2027 (Year 2). Pursuant to Article 5, the Agreement may be renewed annually upon Board approval for a term not to exceed four years.

The Amendment increases the compensation by $20,000, for a total not to exceed $40,000.

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

BACKGROUND

On October 22, 2025, the Agency issued Request for Proposals (RFP) No. FY26-RFP-031 for employee medical services. Two medical service providers responded to the RFP on November 5, 2025:

- Concentra
- Virtual Physical Therapist

Based on the evaluation criteria and weighted values, the Evaluation Committee determined that Concentra is the most advantageous proposer and that its selection is in the Agency's best interest for employee medical services.

On November 20, 2025, the Board approved a Professional Services Agreement with Concentra for an amount not to exceed $20,000.

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

- Occupational health services
- Basic and DOT physicals, including FMCSA exams for commercial driver needs
- Drug and alcohol testing
- OSHA medical screening and surveillance
- Immunizations and infectious disease screening
- Respiratory protection program
- Work-related injury care
- NM Workers' Comp essentials
- Additional occupational health services as requested

ACTION REQUESTED

The Agency requests that the Board:

- Approve Amendment No. 1 to the Professional Services Agreement with Concentra for employee medical services;

- Extend the term through November 20, 2027; and

- Increase compensation by $20,000 for a total not-to-exceed amount of $40,000.

Attachments:

1) Professional Services Agreement – Amendment No. 1
2) Professional Services Agreement with Concentra

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ATTACHMENT 1

Professional Services Agreement – Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2025)

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 20, 2025 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide employee medical services for Agency's employees (RFP No. FY26-RFP-031).

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

1. COMPENSATION

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

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

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

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

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

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

2. TERM AND EFFECTIVE DATE

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

A. This Agreement shall be effective when signed by the Agency and terminate on November 20, 2027, unless it is terminated sooner pursuant to Article 6 below.

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

3. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 1 as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____
Lisa Cacari Stone Date:
Chairperson, Joint Powers Board

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

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

APPROVED AS TO FORM:

_____ _____
Nancy R. Long Date:
Agency Attorney

EXHIBIT A

Scope of Services

SCOPE OF SERVICES

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

1. CONTRACTOR'S GENERAL RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

2. CONTRACTOR'S MEDICAL FEES

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

BASIC & DOT PHYSICALS / DRUG & ALCOHOL TESTING

Physical Exanimation…… $74.00

DOT Physical Examination……...… $75.00

DOT Regulated Drug Screen (5-panel) …… $68.00

After Hours: DOT Regulated Drug Screen
(5-panel) ……..…. $187.00

Non-Regulated (Rapid) Drug Screen (5-panel) …… $54.50

After Hours: Non-Regulated (Rapid) Drug Screen
(5-panel) ……... $168.50

Non-Regulated Drug Screen (10-panel) …….. $68.00

After Hours: Non-Regulated Drug Screen
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Breathe Alcohol Test (BAT) …… $38.50

After Hours: Breathe Alcohol Test (BAT) …….. $157.50

The above services are to be used in various combinations to comply with the Agency's occupational health policies for regular and DOT physical examinations, as well as the Agency's drug and alcohol testing policy.

IMMUNIZATIONS AND INFECTIOUS DISEASE SCREENING

Hepatitis B Vaccine …….. $103.50

Hepatitis B Titer (Surface Antibody) ……... $66.00

T-Dap Vaccine (Tetanus, Pertussis & Diphtheria) …$141.50

Influenza Vaccine …… $49.00

HIV Screening …….. $97.00

Tuberculosis Screening …… $44.00

On-Site (per hour)

RESPIRATORY PROTECTION PROGRAM

OSHA Respirator Questionnaire …….. $43.00

Respirator Physical ……..……. $74.00

Pulmonary Function Test ……. $61.50

Lead & ZPP Whole Blood*…….. $78.00

Gen Health Panel (Chem. 23, CBC, UA) [(1)] ……. $99.00

Cholinesterase Whole Blood [(1)]……. $75.00

Heavy Metals - As, Pb, Hg Urine [(1)] ……. $140.50

Chest X-Ray [(2)] ……. $74.00

E.K.G.[(2)] …… $105.50

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

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

3. INJURY CARE / NEW MEXICO WORKERS' COMP

Contractor shall provide their approach to injury care cases and workers' comp claims, including appointments, wait times, procedures, protocols, communication methods, case management, referral process, and billing.

4. OTHER MEDICAL SERVICES

Contractor may recommend additional medical services, along with their associated fees, and provide reasons for expanding the scope of services.

Coronavirus Clearance/RTW Evaluation ……. $74.00

Coronavirus (COVID-19) Assessment ……. $74.00

SARS Co-V2 RNA COVID19 ……. $178.00

SARS Cov-2 Ab IgG Spike …….. $128.00

ATTACHMENT 2

Professional Services Agreement with Concentra

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
WITH OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A. D/B/A CONCENTRA MEDICAL CENTERS
(Employee Medical Services – 2025)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of November 2025 by and between the Santa Fe Solid Waste Management Agency ("Agency") and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers ("Contractor") for employee medical services (RFP No. FY26-RFP-031) as described in Exhibit A and below.

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

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

D. Detailed invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Email: AccountsPayable@sfswma.org

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Article per Article 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 20, 2026, unless terminated sooner pursuant to Article 6 below.

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

Powers Board. Should New Mexico legislation change regarding the allowable term for professional services, the Agreement term will be increased accordingly.

6. TERMINATION

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

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

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

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

B. Contractor shall have the right to terminate the Agreement for cause in the event the Agency is in default of its payment obligations under this Agreement and fails to cure the default within thirty (30) days of receiving written notice of the default from Contractor.

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

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

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

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

8. CONFIDENTIALITY

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

B. However, for medical records created through the performance of the Scope of Services hereunder, Contractor shall serve as the custodian of medical records created during the term of this Agreement. Contractor, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the term of this Agreement applicable to Contractor. Agency acknowledges that Contractor will provide copies of medical records to any third-party requestor (with appropriate executed release from the employee/patient, court order, or business affidavit, as applicable). Agency understands and acknowledges that Agency is not entitled to access any patient medical records except to the extent allowed by law. Contractor is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Contractor may only disclose protected health information as authorized

by and to the extent allowed by law. Upon the termination of this Agreement for any reason, Contractor shall maintain all records created against the statutory and regulatory requirements. Should Agency request records be maintained by Contractor beyond any state, local or federal rule due to an ongoing audit or legal matter, then Agency shall be invoiced for such retention for as long as such records are retained until written notice from Agency to destroy such retained records. This Article 8 shall survive the termination of this Agreement.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or Agreement with anyone in the performance of this Agreement that has any such conflict of interest.

11. ASSIGNMENT; SUBCONTRACTING

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

12. RELEASE

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

13. INSURANCE

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

B. Contractor shall carry and maintain professional medical malpractice liability insurance throughout the term of this Agreement for professional medical malpractice to cover no less than $1,000,000 for each occurrence and $3,000,000 in general aggregate.

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $2,000,000 combined single limit

for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

D. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

14. INDEMNIFICATION

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

15. NEW MEXICO TORT CLAIMS ACT

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

16. THIRD-PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any

right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

17. RECORDS AND AUDIT

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

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

19. AMENDMENT

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

20. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior

agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

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

22. SEVERABILITY

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

23. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below, to the parties at the following addresses:

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

CONTRACTOR: Robert G. Hassett, D.O., MPH
President, Treasurer and Corporate Secretary
Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers
720 St. Michael's Drive, Suite C
Santa Fe, NM 87505
Email: bob.hassett@concentra.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia (Nov 25, 2025 16:47:27 MST)

Lee Garcia
Chairperson, Joint Powers Board

11/25/25
Date:

CONTRACTOR:

Robert Hassett DO, MPH
Robert Hassett DO, MPH (Nov 24, 2025 11:11:53 CST)

Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary
Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers

11/24/25
Date

APPROVED AS TO FORM:

Nancy Long (Nov 14, 2025 13:00:18 MST)

Nancy R. Long
Agency Attorney

11/14/25
Date:

EXHIBIT A

Scope of Services

SCOPE OF SERVICES

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