Sandoval County Board of County Commissioners
Agenda Item Summary

AGENDA ITEM # 11-6-14.6D

1. REQUESTED MOTION

ACTION REQUESTED:

Approve a Professional Services Agreement between Sandoval County and Jemez Pueblo Emergency Medical Services in the Amount of $75,000 for Ambulance Transport Services within the Jemez Valley Area and Other Areas of Sandoval County

WHY ACTION IS NECESSARY (Summary):

Sandoval County does not have staffed transport ambulances in the Jemez Valley area and needs to contract with another service to provide ambulance services. The County will pay $75,000 to Jemez Pueblo Emergency Medical Services.

2. REQUESTOR

COMMISSIONER SPONSORED: ☐ YES ☒ NO

DISTRICT: ☐ DISTRICT 1 ☐ DISTRICT 4 ☐ DISTRICT 2 ☐ DISTRICT 5 ☐ DISTRICT 3

DIRECTOR / ELECTED: James Maxon, Fire Chief

DIVISION: Fire/EMS

ELECTED OFFICE:

ATTACHMENTS: ☒ YES ☐ NO

3. MEETING DATE

November 6, 2014

4. AGENDA (To be completed by County Manager)

☐ PROCLAMATION
☐ PRESENTATION
☒ CONSENT
☐ REGULAR
☐ APPEAL

5. RECOMMENDATIONS

Recommend Board of County Commission approval.

6. FISCAL IMPACT

Services budgeted for current fiscal year 2014-2015 for $75,000.

7. RECOMMENDED APPROVAL (Initials & Date)

Department Director/Elected Official	Human Resources	Purchasing	Attorney As to Form	Finance Budget	County Manager	Other
JHM 10/29/14	____	____	PFT 10/30/14	CCH 10/29/14	PPR 10/31/14	____

8. COMMISSION ACTION

☐ Approved ☐ Denied ☐ Deferred ☐ Other

Professional Services Agreement

THIS AGREEMENT is made and entered into by and between the County of Sandoval, Hereinafter referred to as the "County", and the Pueblo of Jemez, hereinafter referred to as the "Contractor".

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WHEREAS, the services provided through this agreement are needed to protect the health, safety and welfare of residents in the Jemez Valley area of Sandoval County.

WHEREAS, Contractor is ready willing and able to provide these services.

WHEREAS, this agreement allows the parties to jointly operate a common health care service.

WHEREAS, the County has determined that the arrangement will or is likely to reduce health care costs, improve quality of care or improve access to care for County residents.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1) SCOPE OF WORK

The Contractor shall render the following services:

a) Ambulance transport services and related emergency medical care services as set forth in the Certificate of Public Convenience and Necessity granted by the New Mexico Public Regulatory Commission to all areas covered by Sandoval County within the Jemez Valley which include the Jemez Valley north of the Jemez Pueblo EMS district including the unincorporated areas of the Jemez Valley, the Village of Jemez Springs, north on State Road 4 to the Sandoval County / Los Alamos county line, Highway 550 from Zia Pueblo to points north and outside Highway 550 as necessary for mutual aid and north on State Road 126 to mile marker 25. The contractor will provide intercept services for Cuba Fire Department, Regina Volunteer Fire District and Torreon Volunteer Fire District as requested by the Sandoval County Regional Emergency Communications Center (SCRECC). The contractor will not be required to respond north or west of the San Luis turnoff on Highway 550. Responses into Cuba, Torreon, Regina and areas north will be at the contractor's discretion. All services provided by the Contractor shall comply with the requirements of the Public Regulatory Commission 18 NMAC 4.2.

b) When, Sandoval County Fire Department Paramedic Units are not available, provide mutual aid to the Cuba area as needed for ambulance transport services and related

emergency medical care services.

c) Shall attempt to recruit volunteers to be trained as local first responders for fire and emergency medical calls in conjunction with the Sandoval County Emergency Services Study, Evaluation and Report.

d) The Contractor shall attach a current photocopy to this agreement of the Contractor's certificate to operate an ambulance service from the Public Regulatory Commission.

e) A current list of personnel that are employed by the Contractor as Emergency Medical Technicians licensed by the State of New Mexico shall be provided to the County.

f) The Contractor shall provide data for evaluation which shall include financial needs. Number of calls, number of transports, fee schedules, current tariff rates, administrative costs, operating costs, reimbursements and collections for the past fiscal year.

2) The County shall render the following services:

a.) Ambulance transport services and related emergency medical care services as set for the in the Certificate of Public Convenience and Necessity granted by the Public Regulatory Commission to all areas covered by Jemez Pueblo EMS which include the lower Jemez Valley south of the Jemez Pueblo EMS district including the unincorporated areas of the Jemez Valley, the Village of San Ysidro and Pueblo of Zia when the Jemez Pueblo EMS is not available and/or requested by the Sandoval County Regional Communications Center for mutual aid. All services provided by the County shall comply with the requirements of the Public Regulatory Commission 18 NMAC 4.2.

b.) Provide initial and continuing fire and EMS training at minimal or no cost to the Emergency Response Departments of the Jemez Valley when funding is available to assist in complying with the recommendations of the Sandoval County Emergency Services Study, Evaluation and Report.

3) COMPENSATION:

a) The County shall pay to the Contractor in full payment for services to be rendered during fiscal year 2014-2015 the sum of $75,000.00, including gross receipts tax, if applicable. The County shall pay the Contractor as quickly as is reasonably possible after satisfactory receipt of the documentation set forth in items (d), (e) and (f) in Paragraph 1 (SCOPE OF WORK) above and a detailed invoice. Satisfactory documentation shall be determined within the sole discretion of the County. Contractor will provide this documentation no later than sixty (60) days after all parties have approved this Agreement. A one-time payment, up to $75,000, shall be made by the County at the beginning of the County Fiscal year after receipt of the invoice and the above-referenced documentation from the Contractor. This payment shall be used by the contractor to assist the contractor in payment of salary and benefits for one full-time EMT-

Intermediate and such other operational expenses incurred by the contractor in providing this service to the County.

b) In addition to the $75,000.00 payment for services rendered as stated above, Sandoval County will pay any related dispatch fees for Jemez Pueblo EMS estimated to be $45,000 for FY 2014-2015. (Estimate generated by Sandoval County)

4) TERM

This agreement shall become effective on the date of execution of this Agreement by all parties and shall terminate on June 30, 2015, unless terminated pursuant to Paragraph 5, below. However, this agreement may be renewed for an additional one (1) year upon the execution of a separate written agreement executed by all parties to this agreement pursuant to paragraph 15.

5) TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6) STATUS OF CONTRACTOR

The Contractor and his agents and employees are independent contractors performing professional services for the County, and are not employees of the County. The Contractor and his agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County.

7) ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8) SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

9) LIABILITY AND INSURANCE

It is expressly understood and agreed by and between the parties hereto that the Contractor shall hold the County harmless for all losses, damages, claims, or judgments on account of any suit, judgment, execution, claim, action, omission or demand whatsoever

resulting from Contractor's actions or inactions under this agreement. The Contractor must provide proof of liability insurance in the amounts required under the New Mexico Tort Claims Act, as amended. Such insurance policy shall name the County as an additional insured.

10) RECORDS AND AUDIT

The Contractor shall maintain detailed records of all services identified in Scope of Work. The County shall have the right to inspect all records and to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

11) RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the county, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not agreed to unless the contractor has express written authority from the County to do so, and then only within the strict limitations of that authority.

12) 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 prior written approval of the County.

13) PRODUCT OF SERVICES: COPYRIGHT

All materials developed by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County as provided for in this Agreement, but no later than the termination date of this Agreement. Nothing produced, in whole or part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

14) 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.

15) AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

16) ADDITIONAL SERVICES

The parties agree that all tasks set forth in the Scope of Work, Paragraph 1 of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Paragraph 2.

17) SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this written Agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18) COUNTY OBLIGATION

The County shall designate the County Manager or designee to act as liaison between the County and the Contractor.

19) APPLICABLE LAW

This Agreement shall be governed by the Ordinances of the County of Sandoval and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2014

Pueblo of Jemez

for [signature], 1st Lt. Gov.
Joshua Madalena, Governor

Pueblo of Jemez
Contractor Federal ID
85 – 0213473

Sandoval County Board of Commissioners

_____
Darryl Madalena,
Chairman

_____
Orlando Lucero
Vice Chair

_____
Nora Scherzinger
Member

_____
Don Chapman,
Member

_____
Glenn Walters,
Member

ATTEST: _____

Eileen Garbagni,
County Clerk

Approved as to legal form:

_____

Patrick Trujillo
County Attorney

Financial Needs of Jemez Pueblo EMS

The Pueblo of Jemez currently operates Ambulance Services under PRC 34199 Certificate of Public Convenience and Necessity. (Copy of Certificate and the current Tariff Rates are attached.)

The Financial needs of Jemez Pueblo EMS have increased. To adequately provide EMS care to the highest level JPEMS is staffed at an ALS level of care. We currently have on staff 4 Full – Time EMT – Paramedics, 2 Part – Time Paramedics, 6 PRN Paramedics, 3 Full – Time EMT – Intermediates, 2 PRN EMT – Intermediates, 1 Full – Time EMT – B, and 1 Part – Time EMT – B, and a Contracted Medical Director.

With the increase of staff we need to increase our Revenue. Through the Pueblo of Jemez Funding we are able to operate at an EMT – Intermediate response level. With the current return on billing being at a 27% level we need extra revenue to be able to increase and afford EMT – Paramedics care. (Current list of employees and license level is attached.)

Attached is a copy of our current number of calls, number of transports, refusals, and cancellations.

Our current Operating costs are at 603,542.00. This includes Administrative Costs. This does not cover the need for new and updated equipment, uniforms, building repairs, remodels, etc, extra fuel and the increasing cost of fuel.

Currently the Billing Department for the JPEMS Program is unable to itemize the amounts billed and amounts collected per year. Our historical amount collected since the JPEMS Program has been billing is 27%.

CERTIFICATE/PRC NO.34199

NEW MEXICO
PUBLIC REGULATION COMMISSION

Commissioners

District 1 Karen Montoya **District 2** Patrick H. Lyons **District 3** Valerie L. Espinoza
District 4 Theresa Becenti-Aguilar **District 5** Ben L. Hall

Ambulance
Certificate of Renewal

JEMEZ PUEBLO EMERGENCY MEDICAL SERVICES
4535 HIGHWAY 4
JEMEZ PUEBLO, NEW MEXICO 87042

The authority of **JEMEZ PUEBLO EMS** set forth in the original certificates and any approved endorsements is renewed for an additional three (3) year period. This authority is subjected to all applicable provisions of the motor carrier act, the commission's rule and any requirements or restrictions imposed by the commission.

THIS CERTIFICATE SHALL EXPIRE ON SEPTEMBER 15, 2017.
DONE THIS **15TH** DAY OF **SEPTEMBER 2014**

Ryan Jerman Director
Transportation Division

Jemez Pueblo
Emergency Medical Service
Man Numbers
June 19, 2014

Personnel	Employee Number	Man Number	Position
Regular/Full Time			
David P. Ryan	5066	1701	EMS Program Manager/EMT-P
Denise Lucero	8045	1702	Administrative Assistant
Jim Crum	5018	1728	EMT-P
Tammy Trujillo	5082	1706	EMT-P
Sean Robertson	5064	1735	EMT-P
Virgil Gachupin	5025	1704	EMT-I
Roberta Raton	5065	1718	EMT-I
Juan Toya	5070	1703	EMT-I
Regular/Part Time Paramedic			
Mike White	5090	1715	EMT-P
Brian Bowling	5010	1726	EMT-P
PRN Paramedics			
Carl Viramontes	5085	1733	EMT-P
Mike Nuanez	5035	1737	EMT-P
Shannon Cherry	5012	1738	EMT-P
Christopher Martinez	5040	1710	EMT-P
Lonette Shields	5058	1736	EMT-P
John Gurule	5031	1740	EMT-P
PRN Intermediates			
Mark Vigil	5235	1709	EMT-I
Greg Bobick	5006	1739	EMT-I
Regular/Part Time Basics			
Frieda Solano	5067	1711	EMT-B
Professional Services Contract			
Dr. Phillip Froman			EMS Medical Director
Fleet Mechanic			
William Gardner			Fleet Mechanic