



The Purchasing Memo

Date: November 24, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Brian Moya, Fire Chief *BRIAN MOYA*

Via: Brian Moya, ^{BM} Fire Chief

Subject: Systems Design West, LLC Amendment No. 1

Vendor Name: Systems Design West, LLC

Munis Vendor Number: 10373

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of a Amendment #1 to 3250025 with Systems Design West, LLC for Ambulance Services Billing. Amendment 1 increased the amount of compensation. The annual cost for service would amount to approximately \$329,000.00 including New Mexico gross receipts tax for a total compensation of for the remainder of this contract would be \$849,919.00 for a term of four years.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250025.

BACKGROUND AND SUMMARY:

The Fire Department operates all the 911 ambulance services for the City of Santa Fe. As an operator of ambulance services, the New Mexico Public Regulatory Commission grants us the authority to bill for patient transports. With a high volume of billable 911 calls (14,000) which generates a revenue for the City of about \$2,000,000 annually.

Systems Design West, our billing contractor, is requesting rate increase of one dollar (\$1.00) per billed transport. The current rate is \$22.50/transport and would increase to \$23.50/transport. The rate increase would cost the Fire Department approximately \$14,000/year. The annual cost for service would amount to approximately \$329,000.00. The total for the remainder of this contract would be \$849,919.00.

This rate increase is acceptable to Fire Department administration. We are requesting approval for the remainder of the current contract.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Administration / 1002001

Munis Object Name/Number: Professional Contracts / 510300


Budget Officer / Designee: Andy Hopkins **Date:** 11/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

This determination is based on the operation of a common health care service.

Chief Procurement Officer (CPO)/Designee:  **Date:** 11/26/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: NA

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Original Contract #24-0487

CPO Service Determination Email

Procurement document: Exemption Determination/Email

Vendor's Quote

Certificate of Liability Insurance (COI)

Amendment No. 1 to Professional Services Contract 3250025

RE: Completed: You're copied on "Contract_Amendment 1_SDW"


From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Wed 10/22/2025 3:05 PM
To JOHNSON, STEN A. <sajohnson@santafenm.gov>
Cc Fire Administration <fireadmin@santafenm.gov>; CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>

Sten, it's exempt.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

 [Book time to meet with me](#)

<https://santafenm.gov/finance-2/purchasing-1>

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] <https://santafenm.munisselfservice.com/vss/>

[We Are Live With OpenGov] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



"A journey of a thousand miles begins with a single step" ~ Lao Tzu

From: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Sent: Wednesday, October 22, 2025 2:49 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; CANDELARIA MARTINEZ, TONIETTE O.

<tocandelariamartinez@santafenm.gov>

Cc: Fire Administration <fireadmin@santafenm.gov>

Subject: FW: Completed: You're copied on "Contract_Amendment 1_SDW"

Hi Travis,

Trying to guess our procurement vehicle has me stuck between two. Would this be a continuation of the original determination...exempt or would it be an existing contract?

Toniette,

Also attached is a memo, 99% complete for the packet.

Thank you both,

Sten A Johnson
Assistant Chief – Support Services
City of Santa Fe Fire Department
200 Murales Rd.
Santa Fe, New Mexico 87501
505-467-9799



From: JOHNSON, STEN A.

Sent: Friday, October 17, 2025 4:35 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Cc: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>

Subject: FW: Completed: You're copied on "Contract_Amendment 1_SDW"

Forgot the Amendment.

Thank you

Sten A Johnson
Assistant Chief – Support Services
City of Santa Fe Fire Department
200 Murales Rd.
Santa Fe, New Mexico 87501
505-467-9799



From: JOHNSON, STEN A.
Sent: Friday, October 17, 2025 4:21 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Subject: FW: Completed: You're copied on "Contract_Amendment 1_SDW"

Hi Travis,

This amendment is for a rate increase on our ambulance billing contract. The increase amounts to \$14,000/yr. \$34,000 for the remainder of the contract. Total amount of the contract will be \$850,000 for the remainder of the term, 1/1/26 – 8/1/28.

What will our procurement vehicle be?

Sten A Johnson
Assistant Chief – Support Services
City of Santa Fe Fire Department
200 Murales Rd.
Santa Fe, New Mexico 87501
505-467-9799



From: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Friday, October 17, 2025 4:10 PM
To: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: Fw: Completed: You're copied on "Contract_Amendment 1_SDW"

Attached is the General Services Contract #24-0487 - Systema Design West, LLC. Took me a while to download a copy. Munis is acting up.

From: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>

Sent: Tuesday, October 14, 2025 9:29 AM

To: JOHNSON, STEN A. <sajohnson@santafenm.gov>

Subject: Re: Completed: You're copied on "Contract_Amendment 1_SDW"

Morning Chief Johnson,

Can you please prepare the Purchase Memo and I also need a copy of the original SDW Contract. I'll then upload to OpenGov and request Emily's signature. Once I have Emily's signature I can add it as an Item on the agenda for Committee Review.

Thanks for your help with this 😊



Toniette Candalaria Martinez

Fiscal Administrator

505-955-3109

200 Murales Road

Santa Fe, NM 87501

www.santafenm.gov/fire-department

From: JOHNSON, STEN A. <sajohnson@santafenm.gov>

Sent: Tuesday, October 14, 2025 9:24 AM

To: HARDING, MATTHEW R. <mrharding@santafenm.gov>; Jennifer Braus <jennb@sdwems.com>

Cc: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>

Subject: RE: Completed: You're copied on "Contract_Amendment 1_SDW"

Thank you, Matthew, for Legal's review and approval.

Jenn We will now prepare it to go for committee approval.

Sten A Johnson

Assistant Chief – Support Services

City of Santa Fe Fire Department

200 Murales Rd.

Santa Fe, New Mexico 87501

505-467-9799

Item #: _____
Munis Contract #: 3250025
Original Contract Item #: _____
SWPA/GSA/Coop/RFP/ITB #: _____

**CITY OF SANTA FE, FIRE DEPARTMENT
AMENDMENT No. 1 TO
Contract # 3250025**

AMBULANCE SERVICES BILLING

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated August 1, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Systems Design West, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide ambulance services billing.
- B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

3. COMPENSATION.

Article 3, paragraph A reads in its entirety as follows:

- A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01	per transport	\$23.50

The total compensation under this Contract shall not exceed \$300,000.00 for year one, including New Mexico gross receipts tax. Subsequent years will be based on the available budget.

CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. ___ to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
SYSTEMS DESIGN WEST, LLC.

ALAN WEBBER, MAYOR

Jennifer Braus
Jennifer Braus (Oct 10, 2025 11:22:16 PDT)

JENN BRAUS, CEO

DATE: _____

DATE: Oct 10, 2025
NMBTIN: _____

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Frank B. Rybicki

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Goods and Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Systems Design West, LLC**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Pacific Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

The City, with assistance from the Contractor, shall apply for Provider Status or updated Status with Medicare, Medicaid, and all public and private insurances which will be billed as a part of this Scope of Services. The City is responsible for informing the Contractor of any subsequent changes that necessitate updates (e.g. changing an Authorized Official) so that the Contractor may complete its duties. The City shall assist the Contractor to obtain the necessary certifications, numbers and documentation needed for the Contractor to provide the services identified in sections 1.2 and 1.3 below, obtain and maintain credentials for payer websites that require vendor access to be given only through a Provider representative and facilitate access for the Contractor's representatives. The City agrees to furnish and assist the Contractor with the following:

(a) The City agrees to provide a complete and legible "PCR" (Patient Care Report) to the Contractor including patient name, address and pertinent billing and insurance information from the field, including a copy of the patient signature for authorization of benefits and responsibility for payment, authorizing billing of Medicare, Medicaid and any insurance the patient is a subscriber to. The original patient signature must be maintained by the City and made available to the Contractor and/or insurance payers upon request. The amounts to be billed are determined by the New Mexico Public Regulation Commission Transportation Division, and are set forth in section 3.B Compensation. Any subsequent increases to established fees must be communicated to the Contractor, in writing, prior to the submission of affected PCRs. PCRs must be sent using a NEMESIS compliant XML format, or an additional fee may be charged.

(b) The City agrees to furnish the Contractor with hospital ER forms (face/admit sheets) with demographic and insurance information attached to the PCR if requested by Contractor. Copies of any payments made directly to the City will be forwarded to the Contractor for accounting purposes in a timely manner. The City agrees to generate any refund checks due to overpayments identified by the Contractor directly to the payer to which the

refund is due, based on detailed information provided by the Contractor. The City shall provide additional information as may be required by insurance companies or other agencies in order to facilitate the Contractor's obligations to the City.

(c) Fees for ambulance transportation, emergency, life support and related services are charged according to the New Mexico Public Regulation Commission as described in section 3.B Compensation. The collection by the City of unpaid accounts is at the City's discretion, as controlled by applicable laws and regulations, and the removal of uncollectable accounts from the list of accounts receivable is as controlled by Section 3-37-7, NMSA 1978, Determination of Uncollectable Account; Removal from Accounts Receivable, attached as Exhibit A. The City agrees to inform Contractor of any subsequent changes to these documents in writing in advance of when the new policies, procedures and/or rates take effect.

(d) The City agrees to complete registration with Contractor's vendors as applicable for Contractor to be able to fulfill its obligations to the City. Such vendors may include e-payment and merchant services portal, remote deposit capture services, and clearinghouse registration.

1.2 Upon receipt of the PCRs from the City, the Contractor shall: set up a patient account in Contractor's proprietary software application and create a patient record; perform claim submissions, including follow up statements and any necessary rebilling of EMS patient transport services provided by the City to the subscriber's medical insurances, Medicare, Medicaid and any and all known secondary insurance providers; produce and forward CMS 1500 forms and/or electronic medical claims; produce and mail an initial invoice and subsequent statements to all private patient accounts on behalf of the City; file any applicable appeals to insurance payers and/or Medicare and Medicaid on behalf of the patient if necessary to pursue the claim. The City shall maintain a system to reconcile the number of PCRs sent to the Contractor monthly.

1.3 The Contractor shall: receive at its facilities all payments (except those directly deposited into the City's account by insurances and Medicare/Medicaid via EFT) Explanations of Benefits and Electronic Remittance Advices; account for all payments; deposit all funds directly into the City's "deposit only" account; forward deposit information to the City within 24 hours of such deposit; initiate and forward refund information and adjustments made on behalf of the patient's account to the City. The Contractor shall provide to the City a minimum of four (4) standard reports each month including: a) Aged Accounts Receivable b) Month End Summary c) Annual Collection Statistics d) Transaction Journal. These reports will include information related to amounts billed, amounts collected and uncollected, insurance and Medicare/Medicaid allowable and disallowable. For payments and remittances that are wholly electronic portal-based, the City shall grant access to Contractor's representatives as needed for various payer portals.

1.4 The Contractor shall provide live customer service to the City's patients via toll free phone numbers to answer patient billing questions Monday through Friday from 8:00am through 6:00 pm, Pacific Standard Time (except Federal holidays).

1.5 The Contractor shall provide all labor, materials and equipment necessary to perform the work specified in the above scope of services. The Contractor is responsible for ensuring any subcontractor or vendor agencies are fully licensed and qualified to perform such work. For subcontracted payment processing and merchant services, Contractor is responsible for ensuring subcontractor or vendor maintains PCI compliance, and that the vendor or Contractor must be able to provide a PCI compliance certificate to the City annually, at most.

1.6 Additional services: Additional services not specified in this Scope of Services (e.g. transferred accounts, non-routine auditing, targeted trainings, paper PCRs) may be added for an additional fee agreed upon in writing.

1.7 Parties acknowledge that despite best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error unless the error is found by the Contractor and corrected without consequence to the City. Contractor's sole obligation in the event of a billing error will be to correct the error, at no cost to the City, by making the appropriate changes to the information in its system, posting a refund if appropriate, and rebilling the underlying claim if permissible.

1.8 The Contractor will ensure all applicable data transferred from the prior ambulance billing vendor, EF Recovery, is secured within Systems Design West database. This will be accomplished no more than thirty (30) days from the initiation of this contract. If transfer is necessary in the future, the Contractor agrees to transfer City related data to the newly selected vendor.

3. Compensation

A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01	per transport	\$22.50

The total compensation under this Contract shall not exceed \$300,000.00 for year one, including New Mexico gross receipts tax. Subsequent years will be based on the available budget.

B. Ambulance billing will follow the established New Mexico Public Regulation Commission tariff.

16-00031TRR

New Mexico Public Regulation Commission Transportation Division

Statewide Ambulance Tariff Effective February 1, 2017

THE AMBULANCE PROVIDER MAY SEEK TO OBTAIN WRITTEN CONSENT FOR TREATMENT/SERVICES FROM THE PATIENT PRIOR TO TREATMENT/SERVICES

SERVICE RENDERED RATE

BASIC LIFE SUPPORT (BLS) NON-EMERGENCY

Applies when non-emergency BLS transportation, assessment or intervention is provided by licensed Emergency Medical Technicians.

Assessment or intervention, with or without transport: \$355.00
 Per patient mile: \$12.75

BASIC LIFE SUPPORT (BLS) EMERGENCY

Applies when emergency (immediate response made to 911 or equivalent call) BLS transportation, intervention, or assessment is provided by licensed Emergency Medical Technician.

Assessment or intervention, with or without transport: \$512.00
 Per patient mile: \$12.75

ADVANCED LIFE SUPPORT LEVEL 1 (ALS1) NON- EMERGENCY

Applies when non-emergency ALS assessment or at least one ALS intervention is provided by licensed EMT-Intermediate or an EMT- Paramedic.

Assessment or intervention, with \$385.00
or without transport to a treatment facility:
Per patient mile: \$12.75

ADVANCED LIFE SUPPORT LEVEL 1 (ALS1) EMERGENCY

Applies when emergency (immediate response to a 911 or equivalent call) ALS assessment or at least one ALS intervention is provided by a licensed EMT- Intermediate or a licensed EMT- Paramedic.

Assessment or intervention, with \$607.00
or without transport:
Per patient mile: \$12.75

ADVANCED LIFE SUPPORT LEVEL 2 (ALS2) EMERGENCY

Applies when as a result of emergency 1 at least three different ALS medications by intravenous push/bolus or by continuous infusion 2 are administered or; when the same ALS medication is administered three times or; when one or more of the following ALS procedures are provided: manual defibrillation/cardioversion, endotracheal intubation, central venous line, pacing, chest decompression, surgical airway, advanced invasive airway, or intraosseous access.

Medication administration or provision of procedure, with \$878.00 or without transport:
Per patient mile: \$12.75

SPECIALTY CARE TRANSPORT (SCT)

Applies when a level of inter-facility transportation of a critically injured or ill patient at a level of service beyond the scope of practice for Emergency Medical Technician - Intermediates or Emergency Medical Technician - Paramedics, is provided.

Transport: \$975.00
Per patient mile: \$12.75

PATIENT EVALUATION (EMERGENCY RESPONSE WITHOUT TRANSPORT)

Applies when emergency services (immediate response made to a 911 or equivalent call) are provided by certified Emergency Medical First Responder with no transport.

Charge: \$136.00

DEDICATED STAND-BY CHARGES (PER AMBULANCE AND TWO PERSONNEL-WITHOUT TRANSPORT)

Applies when emergency medical service is provided for an event such as a football game or county fair where the potential for illness or injury exists.

First Hour or any portion thereof: \$145.00
Second Whole Hour and any whole hour thereafter: \$108.00

Fifteen (15) minute increments after first hour: \$27.00

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

- A. **Acceptance** - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified period, the products or services will be deemed to have been accepted.

- B. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate four (4) years from the date of final signature.

6. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or 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 supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds**. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. **Notice: City Opportunity to Cure**.

1) The City shall give the Contractor written notice of termination at least sixty (60) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

8. Amendment

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

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

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, 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. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

It is determined this agreement meets the criteria for exemption, per NMSA 1978, Section 13-1-98.1(B). This determination is based on the operation of a common health care service, which satisfies the following key criteria:

A. **Reduces Health Care Costs:** While ambulance transport rates are regulated by the Public Regulation Commission, the revenue generated from ambulance billing enables the City to maintain adequate emergency response resources, thereby avoiding potentially higher costs associated with delayed response times or insufficient coverage.

B. **Improves Quality of Care:** The arrangement ensures the City can staff every ambulance with trained paramedics and maintain a sufficient number of emergency response vehicles on the street. This improves the quality of pre-hospital emergency care provided to Santa Fe residents.

C. **Improves Access to Care:** Ambulance billing revenue allows the City to fund appropriate levels of emergency medical staffing, supplies, and apparatus. Without this funding source, the Fire Department's ability to respond to emergency medical calls and provide timely access to emergency care for citizens would be diminished.

23. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any claim, injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all

reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability insurance** shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this

Contract shall not be affected and shall be valid and enforceable.

36. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. 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 CITY 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 of this Agreement.

42. 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.

43. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

City of Santa Fe Fire Department
Attn: Sten Johnson, Assistant Chief
200 Murales Road
Santa Fe, New Mexico 87504

To the Contractor:

Systems Design West, LLC
Jenn Braus, CEO
19265 Powder Hill Pl NE
Poulsbo, Washington 97370

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

Systems Design West, LLC.
Jenn Braus, CEO
19265 Powder Hill Pl NE
Poulsbo, Washington 98370


42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
Systems Design West, LLC


Alan Webber (Aug 1, 2024 18:25 MDT)
ALAN WEBBER, MAYOR

Jennifer Braus
Jennifer Braus (Jun 7, 2024 15:40 PDT)
Jenn Braus, CEO

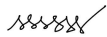
DATE: Aug 1, 2024

DATE: Jun 7, 2024

NMBTIN: _____

Registration #: _____

ATTEST:


GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 07/31/2024 XIV

CITY ATTORNEY'S OFFICE:

 Jun 7, 2024
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

3-37-7. Determination of uncollectable account; removal from accounts receivable.

If the finance officer of a municipality states:

- A. the manner in which a utility account or any unsecured account has been incurred;
- B. the efforts made to collect the utility account or unsecured account and to locate the debtor;
- C. that the utility account or unsecured account has been uncollectable for a period of more than four years; and
- D. that in his opinion the utility account or unsecured account is uncollectable, the governing body of a municipality may, by resolution, remove the uncollectable utility account or unsecured account from the list of accounts receivable of the municipality.

History: 1953 Comp., § 14-36-7, enacted by Laws 1965, ch. 19, § 1.

ANNOTATIONS

This procedure enables a municipality to adjust its financial books so as to reflect a more favorable financial picture. Presumably, if the uncollectible accounts were later shown to be collectible in some manner, the rights of the municipality would not have been extinguished by the removal procedure and the municipality could proceed to collect from the debtor unless it was barred by the statute of limitations. 1970 Op. Att'y Gen. No. 70-88.

EXHIBIT B

Business Associate Agreement Between City of Santa Fe and Systems Design West, LLC

This Business Associate Agreement (“Agreement”) between City of Santa Fe (“Covered Entity”) and Systems Design West, LLC (“Business Associate”) is executed to ensure that Systems Design West, LLC will appropriately safeguard protected health information (“PHI”) and personally identifiable information (“PII”) that is created, received, maintained, or transmitted on behalf of the City of Santa Fe in compliance with applicable federal, state, and local statutes, regulations, rules and policies—including but not limited to, the provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with the Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Catch-all Definition

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Systems Design West, LLC.

(b) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the City of Santa Fe.

(c) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

C. Obligations of Systems Design West, LLC

Systems Design West, LLC agrees to:

- 1. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and electronic personally identifiable information (“e-PII”) as well as implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI and PII other than as provided for by this Agreement;**
- 2. Report to the Covered Entity any use or disclosure of PHI and PII not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI and PII as required by 45 CFR §164.410. Breaches of unsecured PHI and PII shall be reported to the Covered Entity and affected parties without unreasonable delay but in no case later than 30 days after discovery of the breach;**
- 3. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI and PII on behalf of Systems Design West, LLC agree to the same restrictions, conditions, and requirements that apply to Systems Design West, LLC with respect to such information;**
- 4. Make PHI and PII in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity’s obligations to provide access to PHI and PII in accordance with 45 CFR §164.524 within 30 days of a request;**
- 5. Make any amendment(s) to PHI and PII in a designated record set as directed by the Covered Entity, or take other measures necessary to satisfy the Covered Entity’s obligations under 45 CFR §164.526;**
- 6. Maintain and make available information required to provide an accounting of disclosures to the Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Covered Entity’s obligations under 45 CFR §164.528.**
- 7. To the extent that Systems Design West, LLC is to carry out any of the Covered Entity’s obligations under the HIPAA Privacy Rule, Systems Design West, LLC shall comply with the requirements of the Privacy Rule that apply to the Covered Entity when it carries out that obligation;**
- 8. Make its internal practices, books, and records relating to the use and disclosure of PHI and PII received from, or created or received by Systems Design West, LLC on behalf of the Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Systems Design West, LLC and the Covered Entity’s compliance with HIPAA and the HITECH Act;**

9. Restrict the use or disclosure of PHI and PII if the Covered Entity notifies Systems Design West, LLC of any restriction on the use or disclosure of PHI and PII that the Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and
10. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Systems Design West, LLC agrees to assist the Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 CFR §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident.
11. Comply with all current rules and regulations pertaining to the OIG Compliance Program for ambulance suppliers and special bulletin regarding LEIE recommended screening of employees and any subcontractors.

D. Permitted Uses and Disclosures by Systems Design West, LLC

Systems Design West, LLC may use or disclose PHI and PII as required by law and consistent with the Minimum Necessary standard—specifically, the use and disclosure of PHI and PII will be limited to the minimum necessary for accomplishing the intended purpose of the use and disclosure. The specific uses and disclosures of PHI and PII that may be made by Systems Design West, LLC on behalf of the Covered Entity include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Covered Entity to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the Covered Entity to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI and PII as permitted by HIPAA necessary to perform the services that Systems Design West, LLC has been engaged to perform on behalf of the Covered Entity.

E. Termination

1. The Covered Entity may terminate this Agreement if the Covered Entity determines that Systems Design West, LLC has violated a material term of this Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Systems Design West, LLC shall return to the Covered Entity or destroy all PHI and PII received from the Covered Entity, or created, maintained, or received by Systems Design West, LLC on behalf of the Covered Entity that Systems Design West, LLC still maintains in any form. Systems Design West, LLC shall retain no copies of the PHI and PII. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to on this date: _____

Systems Design West, LLC

City of Santa Fe

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

