City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor Louie A. Trujillo

CITY OF LAS VEGAS
SPECIAL CITY COUNCIL MEETING
July 29, 2022–Friday– 1:00 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701

Public comments can be made in person at the meeting **OR** submitted in writing to the City Clerk no later than 11:30 a.m. on July 29, 2022, via email to cfresquez@lasvegasnm.gov or faxed to (505) 425-7335.

AGENDA
City Council Meetings are
Available via YouTube
https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **MOMENT OF SILENCE**

V. **APPROVAL OF AGENDA**

VI. **PUBLIC INPUT(comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)** Public Input submitted to the City Clerk via email or fax will be read into the record.

VII. **BUSINESS ITEMS**

1. Request approval of Addendum #1 to contract #3739-21 with American Medical Response Ambulance Service, Inc. (AMR).

   Steven Spann, Fire Chief The Fire Department is requesting an extension of the contract for a second year in accordance with Article 2 Period of Performance, whereas the contract can be renewed for a total of four years.

2. Request approval of Resolution No. 22-34, the final quarter report for 2021-2022 for submission to Department of Finance & Administration, Local Government Division.

   Dominic Chavez, Interim Finance Director The City of Las Vegas is required to approve and submit the Final 2021-2022 DFA Financial Report.

3. Request approval of Resolution No. 22-33 to adopt the Final Fiscal Year 2022-2023 Budget for submission to DFA Local Government Division.

   Dominic Chavez, Interim Finance Director The City of Las Vegas is required to develop, approve and adopt a 2022-2023 final budget as per DFA Local Government Division requirements.

VIII. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER IS EXEMPT PURSUANT TO THE OPEN MEETINGS ACT.

IX. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at **www.lasvegasnm.gov**

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: July 29, 2022

Date Submitted: July 19, 2022

Department: Fire Department

Item/Topic: The City of Las Vegas in conjunction with San Miguel County has entered into contract 3739-21 with American Medical Response Ambulance (AMR). At this time we are requesting an extension of the contact for a second year in accordance with article two. (Period of Performance) Whereas the contract can be renewed for four years.

Fiscal Impact: The impact to the Fiscal Year 2021-2022, $210,000.00

Attachments: Addendum #1, American Medical Response Ambulance Service, Inc.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

ADDENDUM #1
AGREEMENT/CONTRACT #3739-21
AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.

This Agreement Extension entered into this 30th day of June, 2022 by and between the City of Las Vegas, New Mexico and the County of San Miguel, New Mexico (collectively the "Agencies") and American Medical Response Ambulance Service Inc., a Delaware corporation ("AMR").

RECITALS

WHEREAS, on or about May 25, 2021 the Agencies and AMR entered into that certain Contract for Emergency Ambulance Services and the First Amendment to Contract for Emergency Ambulance Services American Medical Response ("Agreement");

WHEREAS, the Agencies and AMR now desire to extend the Agreement for an additional year from July 1, 2022 through June 30, 2023 ("Extended Period of Performance");

WHEREAS, the Agencies and AMR agree to extend the Agreement as follows; and,

WHEREAS, the Agencies and AMR agree that the total amount of compensation for AMR's services during the Extended Period of Performance shall not exceed the annual amount in Article 5 of the Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals are incorporated by reference into this Addendum #1 and the Agreement. No changes or amendments to this Addendum #1 or the Agreement shall be effective except those in writing and signed by the Agencies and AMR.

2. Except for the modifications in this Addendum #1, all of the provisions of the Agreement remain in full force and effect.

City of Las Vegas

Leo Maestas, City Manager

Attested to:

Casandra Fresquez, City Clerk

Reviewed for legal sufficiency only:

Scott Aaron, City Attorney

San Miguel County

Joy Ansley, County Manager

Attested to:

Geraldine E. Gutierrez, County Clerk

Reviewed for legal sufficiency only:

Dave Romero, Jr., County Attorney

American Medical Response Ambulance Service, Inc.

By: _____
Signature

Printed Name:_____

Position: _____

Approval Form

Date Submitted: 07/15/2022

Department Submitting and Person: Bersabella Vigil, LVFD

I am in receipt of the document for review titled: Addendum #1 for AMR

Amount of Pages to be reviewed:

Upon Completion of review please: Please contact me

Urgency: X **High Priority** € **Medium Priority** €**Low Priority**

Deadline: 07/25/2022

Comments:

Please review and suggest any changes if necessary, once you approve please forward to City Manager for his signature. Thank you.

Approved / Disapproved: **Summary Included: Yes / No**
For legal sufficiency only

Scott Aaron, City Attorney — **Date** 7/15/22

Approved / Disapproved:

Leo Maestas, City Manager — **Date** 7/19/22

Date Documents Picked Up: _____

By: _____ _____
Printed Name **Signature**

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Agreement / Contract
No. 3739-21
City of Las Vegas
Date

CONTRACT FOR EMERGENCY AMBULANCE SERVICES

This Contract made and entered into this 25th day of May 2021, by and between City of Las Vegas New Mexico and the County of San Miguel, hereinafter referred to as ("The Agencies") with American Medical Response Ambulance Service, Inc. ("**AMR**"), hereinafter referred to as "Provider." The parties here determine that the Provider has the expertise to provide the services stipulated under Article 1, "Services to be provided" and incorporated Attachments, "Attachment A" Scope of Work, and "Attachment B" HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

Agencies understand that this Agreement is conditioned upon the New Mexico Public Regulation Commission's ("PRC") approval of a Certificate of Necessity ("CON") for Provider for the City of Las Vegas and San Miguel County, New Mexico. In the event the PRC does not grant Provider a CON over the City of Las Vegas and San Miguel County, this Agreement shall be null and void. Agencies agree to reasonably support Provider's application to amend its authority in support thereof. Notwithstanding anything to the contrary, the services performed under this Agreement shall not commence unless and until Provider has regulatory authority to proceed.

ARTICLE 1. SERVICES TO BE PROVIDED:

As a condition of the funding described in Article 4, below, the Provider agrees that it will implement, in all respects, the activities outlined in the "SCOPE OF WORK," attached hereto as "Attachment A." The Provider agrees to make no decrease in these services described in this Contract and all incorporated Attachments without first submitting a written request to the Agencies obtaining prior written approval of the proposed change. In addition, the Provider shall:

1. REQUIRED MEETINGS

Attend quarterly meetings as scheduled by the Agencies to discuss any and all issues which have occurred during the response quarter. In order to facilitate collaboration, attendance at quarterly meetings is mandatory. The Agencies may schedule additional meetings as deemed necessary.

2. RECORDS RETENTION

Maintain records of the clients served, as specified by the Agencies, including information about whether the clients have insurance (Medicaid, Medicare, health, auto, etc.), are insured or uninsured and their residency status, gender, age, community location, average age. Such records will be kept by the Provider and will be held available for review by the Agency. Information will be provided without any violation of HIPAA laws or other confidential laws in effect, within the service area.

DocuSign Envelope ID: 659785D4-4D1F-4848-A38F-F2CC6A706396

3. HIPAA COMPLIANCE

The Provider agrees to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA") in the event the Provider receives patient records or information (Protected Health Information as defined by HIPAA). In particular, the Provider agrees to comply with the provisions set forth in "Attachment B" regarding such Protected Health Information. The Provider's obligations under this sub-part shall survive the expiration or termination of this Contract regardless of the reason for such termination.

4. QUARTERLY ACTIVITY REPORTS

Submit quarterly activity reports, including demographic data, incident reports and an annual audit report on call volume, to the Agencies during the quarterly meetings. The Agencies may require additional information as deemed necessary.

5. MONITORING

The Provider shall allow the Agencies staff to observe Provider's activities, interview the population served, allow records evaluation and shall provide requested information through the annual audit period for the Agencies (generally up to four months into the following Fiscal Year).

6. COMPLIANCE

The Provider agrees to comply with all applicable Federal and State Laws, Regulations and Orders. The Provider shall also be bound to observe all Ordinances, Resolutions, rules and regulations currently in effect or to become effective in the future to the extent that they do not conflict with the autonomy of the Provider as expressed in this Contract. The Provider shall notify the Agencies, as soon as possible, in writing of any incidents occurring while performing any Ambulance Services that may raise liability issues.

7. EXCLUSIVE OPEPRATING AREA

During the duration of this Contract, Agencies hereby grants Provider the exclusive right to provide the services within the City of Las Vegas and County of San Miguel (the "Service Area"). Agencies shall require all public safety answering points and communications facilities authorized to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area ("Communications Centers") to direct such calls to Provider in accordance with the dispatch protocols agreed upon by Provider and Agencies ("Dispatch Protocols"). Agencies shall not permit any other provider of ambulance services to respond to medical calls within the Service Area requiring emergency dispatch, as defined in 42 CFR Section 414.605 and/or in the Dispatch Protocols ("Emergency Calls"), regardless of whether such calls are placed through the 911 system or to a seven digit number. Agencies shall require that all such Emergency Calls, including those received on seven-digit numbers, be routed to Provider as provided in the Dispatch Protocols. This section shall further extend to non-emergent inter-facility transports within the Service Area.

ARTICLE 2. PERIOD OF PERFORMANCE:

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The period of performance of this Contract shall be from the date Ambulance Services begins service with the intent to continue for one year and then renewed on a yearly basis after a performance evaluation for a total of four (4) years, renewable yearly in accordance with the State of New Mexico procurement requirements and contingent on funding for the term of this contract. This condition is due in part to the request of AMR to reduce performance conditions for one year while they adjusted to the new location.

ARTICLE 3. PLACE OF PERFORMANCE:

The Provider shall perform the required services in the City of Las Vegas and throughout San Miguel County or any other location(s) approved by the Agencies.

The Provider shall actively take measures to become knowledgeable with Agencies street names and locations along with county addressing in the Pecos, Villanueva, Tecolote, Pendaries, Sapello, Trementina and all regions within the boundaries of San Miguel County. The County of San Miguel shall provide an ambulance station and/or additional facilities to house Provider's ambulance's and personnel, costs of the facilities are factored into Article 5, Costs and Payments. The Provider will be responsible for utility payments..

ARTICLE 4. REQUIRED NUMBER OF AMBULANCE UNITS:

The Provider must maintain an adequate response plan for the City of Las Vegas and County of San Miguel. It should consist of a minimum daily staffing level of four (4) dedicated ambulances for the indicated response areas at all times. Three of the units are to be stationed in the Las Vegas area with the fourth unit stationed in the western portion of the County in a County owned building located within five (5) miles of Pecos. One of the three ambulances stationed in Las Vegas will be contracted for twelve (12) hours and all the remaining units will be full twenty four hour units. At least one of these ambulance units in each response area shall have 4x4 driving capabilities.
The Provider agrees to staff the third (3rd) ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and non emergency/inter-facility transports. A procedure for non-emergency, non-911 responses shall be established that will not interfere with the emergency staffing levels. Non-emergency response requests should be answered by providers dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so as not to deplete emergency services in San Miguel County, stable non-emergency transports that are leaving from the City of Las Vegas to other points and places outside of the County, should be strategically intercepted by other units when available. For non-emergency transportation services within San Miguel County, local available ambulances will conduct such transports, provided that unit(s) are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

In cases when a non-emergency transport is needed for patients to points outside of San Miguel County, the provider shall assign a unit to perform this task so long as there are at least two ambulances available in the system. Additionally, if the transport is deemed an emergency to another facility outside the County, the Provider, when necessary, shall dispatch a local ambulance who will intercept with another unit in order to minimize the San Miguel Emergency System.

Should any or all of the four (4) Ambulance units available for service within response area become unserviceable; the Provider agrees to replace the unit(s) with a fully equipped and operational unit(s) within two (2) hours of unserviceability.

DocuSign Envelope ID: 659785D4-4D1F-4848-A38F-F2CC6A706396

All ambulances used to provide services pursuant to this Contract shall be licensed and equipped with all supplies and equipment required by State law and by Agencies policies and procedures agreed upon by Provider and shall be maintained in good working order in accordance with Provider's maintenance policies and procedures.

ARTICLE 5. COST AND PAYMENT:

The total amount paid by Agencies to Provider under this Contract for the period of performance specified above shall not exceed the amount specified below and be funded annually (with noted exception) by the Agencies for the term covered by this Contract. Payment to the Provider shall be made in the course of the Contract period of performance in:

Twelve (12) equal monthly installments of $49,916.67 for a total of $563,000 annually.

ARTICLE 6. NOTICE: Any notices made pursuant to this Contract shall be sent to:

FOR THE AGENCIES:

City Manager, City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701

County Manager, San Miguel County
500 West National Suite 201
Las Vegas, NM 87701

With a copy to:
City Attorney, City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701

County Attorney, San Miguel County
500 West National Suite 201
Las Vegas, NM 87701

FOR THE PROVIDER

ARTICLE 7. ASSIGNMENT OF CLAIMS:

The Provider shall not assign nor delegate any interest in this Contract or transfer any interest or for money due or to become due under this Contract, without the written consent of the City and the County.

ARTICLE 8. HOLD HARMLESS:

The Provider shall hold harmless, indemnify and defend the Agencies and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 4 1-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs, and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider's negligence or intentional acts, errors or omissions in the Provider's performance under this Contract. The Provider's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of

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the term or any renewal or any other modification of the Contract, for negligence, acts, error or omissions to act occurring during the term of this Contract.

ARTICLE 9. INSURANCE:

For the duration of the Contract and until all work specified in the Contract is completed, the Provider shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated herein, and as required by the Public Regulation Commission of New Mexico. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance (and/or Endorsement) , signed by the insurance agent for the Provider and returned to the Agencies, which Certificate or Endorsement shall include evidence of the right of the Agencies to notice of non-payment or and notice of cancellation, with this signed Contact. If, for any reason, any cancellation or non-renewal occurs in the insurance coverage during the course of the Contract, Provider shall give City thirty (30) days written notice of such change.

1. The insurance policy (policies) shall be written and the certificates(s), returned with this Contract, shall reflect that:

a. All insurance required is in effect.

b. The Agencies are an additional insured on the Provider's general liability policy, if required, with respect to activities under the Contract and shall include evidence of the right to notice of non-payment or and notice of cancellation to the each of the Agencies.

c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

d. For auto and general liability policies only, the insurance afforded therein shall be primary insurance and any insurance or self-insurance of the Agencies shall be excess and not contributor insurance.

e. Waiver of subrogation on workers compensation in favor of the Agencies.

2. Provider shall obtain insurance of the types described below from an insurer with an A.M. Best rating of not less than A-VII. Provider must return any required insurance documents, including declarations page with limits stated below, with this signed Contract in order to place it into effect.

ARTICLE 10. RESPONSE TIME, PENALTIES AND EXEMPTIONS:

The Provider will meet the performance standards and be subject to penalties (except for the first year of the Agreement) as outlined herein for failure to meet those standards. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or

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more units are committed to the same standby at any time. Penalties will not be assessed when the Agencies Management Team determines that a response time failure was substantially caused by one of the following circumstances:

1. Incorrect or inaccurate dispatch information;
2. Material change in dispatch location;
3. Disrupted voice or radio transmissions not caused by the Provider's error, negligence, or inadequate maintenance;
4. Scheduled or unscheduled CAD failure;
5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
7. Periods of unusual system overload, defined as:
    a. greater than two simultaneous or overlapping emergency / urgent responses within the City/County; or
    b. greater than four simultaneous or overlapping emergency / urgent responses within the City/County and mutual aide areas; or
    c. Two responses dispatched within ten (10) minutes of one another
8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;
9. Organized labor actions outside of the Provider's organization which intentionally delay response times or impair service delivery capabilities;
10. Delays caused by a facility being unable to receive a patient; or
11. A reasonable decision by the Provider representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advice by a public safety official;
12. Any delay caused by unusual circumstances that the Provider can reasonably document, which will be reviewed by the Agencies Management Team on a case by case basis and accepted or rejected by the City & County Manager following a recommendation from the Management Team.

Provider shall be made aware of any failure to meet compliance standards at the above named meeting and will have thirty; (30) days from the date of the compliance meeting to lodge any written protest regarding contested calls. All protests shall be evaluated and final determination shall be made by the City & County Managers or their designees within the next thirty (30) days as to the status of the protest. Provider shall be notified of any penalty assessed against it by the end of this second thirty (30) day period and shall have no more than ninety (90) days from the date of the original compliance meeting to remit any penalty payment due. The Agencies shall not assess any penalty later than ninety (90) days after the compliance meeting at which an out of compliance determination was made.

Response Times:

Provider's response time for requests for emergency medical services shall be dispatched by the local PSAP, and shall meet the following performance standards:

DocuSign Envelope ID: 659785D4-4D1F-4848-A38F-F2CC6A706396

a. Provider's response times shall be calculated on a monthly basis for reporting purposes to determine compliance using percentile response time measurements. Response times for months with low call volume (less than 100 calls per month) shall be calculated once the Provider has responded to 100 calls.

b. Provider's response time for Services in the Primary Service Area shall meet the requirements of 7 minutes. Provider shall be assessed a penalty if response time compliance falls below 90%.

PENALTY ASSESSMENT:

Response penalties will not be enforced during the first year of operation. This will allow the provider to become familiar with the area and strategically plan the most effective response plan for the area. With that being said, any response in excess of ten minutes within the city limits and thirty minutes in county will be subject to penalties.

After the first year of this Contract, penalties will be assessed based upon the following:

Reporting and Calculating Response Compliance:

Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the Agencies Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the Provider including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

Penalties: During the first year of this Agreement there shall be no response penalties assessed to Provider. No later than 30 days before the first anniversary of this Agreement, the parties shall meet in good faith, review response time compliance, and determine whether response time penalties should be added going forward. In the event, the parties agree on a response time penalty, such penalty may be appealed in accordance with attachment "C"

COMPLIANCE STANDARDS:

The Provider must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, and of the local Agencies in the performance of its duties under this Contract, including the standards of the National Integrated Incident Management System. The Agencies may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this

DocuSign Envelope ID: 659785D4-4D1F-4848-A38F-F2CC6A706396

Article. The Provider shall not enter into any Mutual Assistance Agreement without the written approval of the Agreement by the Governing Bodies.

ARTICLE 11. TERMINATION OF CONTRACT.

The initial contract of FY 2021/2022, based on this Contract can be extended for (exclude three (3)) one (1) year periods upon approval of the Parties. The Provider may refuse to agree to extend this contract based on demonstrated financial inability to continue to provide the services. In this event, the Provider shall give the Agencies six (6) months notice in advance of the end of the existing contract period and shall provide documentation of the financial inability. The Agencies may refuse to review or extend the contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of contract termination, the Provider shall be reimbursed for completed work that is approved by both Agencies. In no event shall the dollar amount exceed the amount of the Contract. The Agencies are responsible for payment to Provider for any and all services actually rendered by Provider under this Contract. Provider may terminate this Agreement with or without cause on two hundred seventy (270) days written notice to Agencies.

ARTICLE 12. NO AUTHORITY TO BIND AGENCIES.

The Provider agrees not to purport to bind the Agencies to any obligation not assumed herein by the Agencies unless the Provider has express written authority from, the City & County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 13. CONFLICT OF INTEREST.

The Provider warrants that it presently has no interest, and shall not acquire any interest during the term of this Contract, which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the Agencies and appropriate action acceptable to the Agencies shall be taken. The Provider's failure to inform the Agencies of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the Agencies.

ARTICLE 14. INDEPENDENT CONTRACTOR.

Nothing in this Contract is intended or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Provider as an agent, representative or employee of the Agencies for any purpose or any manner whatsoever. The Provider and its employees shall not accrue leave, retirement, insurance or any other benefits afforded to employees of the Agencies. Provider's employees, servants, agents, or representatives are not and shall not be deemed employees of the Agencies and shall not bind either agency in any respect.

ARTICLE 15. PROCUREMENT CODE:

DocuSign Envelope ID: 659785D4-4D1F-4848-A38F-F2CC6A706396

The Procurement Code, 13-l-1 through 13-1-199, NMSA 1978, as well as the Agencies Procurement Code Resolution No. 12-24 imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE 16. AMENDMENTS:

This Contract shall not be altered, changed or amended except by written instrument signed by both parties.

ARTICLE 17. SOVEREIGN IMMUNITY:

By entering into this Contract ,the Agencies and its "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any defense, or any limitations of liability pursuant to law. No provision of this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE 18. WAIVER:

Any waiver of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Agencies from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by Law.

ARTICLE 19. MERGER OR PRIOR AGREEMENTS:

This Contract incorporates all the conditions, agreements and understanding of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 20. PARAGRAPH HEADINGS:

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 21. THIRD PARTY BENEFICIARY:

It is agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Contract.

ARTICLE 22. PERSONAL LIABILITY:

DocuSign Envelope ID: 659785D4-4D1F-4848-A38F-F2CC6A706396

No elected or appointed official, employee, servant, agent or law enforcement officer of the Agencies shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility

ARTICLE 23. GOVERNING LAW:

This Contract shall be construed in agreement with the laws of the State of New Mexico. The Provider shall also comply with all applicable federal and local laws, ordinances, and the rules and regulations of the Agencies. Venue for any type of Ambulance/Entity litigation is the Fourth Judicial Court in San Miguel County. Arbitration will not be used in case of disputes. Mediation is encouraged before litigation.

ARTICLE 24. BINDING EFFECT OF AGREEMENT:

Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors to the Contracting parties.

ARTICLE 25. SEVERABILITY:

If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if either party can no longer carry out the purpose of the Contract, the Contract is voidable and no damages shall accrue to either party.

ARTICLE 26. NON-APPROPRIATION:

The Agencies' obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments. If the Agencies do not appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Provider. The Agencies determination that sufficient funds have not been appropriated is firm, binding and is not subject to review.

ARTICLE 27. SUBCONTRACTING:

Provider may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by Provider to insure adequate coverage throughout the Service Area. (All such mutual aid agreements and subcontracts shall be subject to Agencies' prior written approval; which approval shall not be unreasonably withheld.) All subcontractors ("Subcontractors") shall meet the applicable requirements of this Contract.

ARTICLE 28. NOTICE TO PROCEED:

It is expressly understood that this Contract is not binding upon the Agencies until approved and signed by the City & County Manager, and further, that the Provider is not to proceed with its obligations under the Contract until the Provider has received a fully signed copy of the Contract.

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ARTICLE 29. DUPLICATE ORIGINALS:

This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

ARTICLE 30. COMPLIANCE WITH GOVERNING LAW:

This Contract shall be construed in agreement with the Laws of the State of New Mexico. The Provider shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Provider shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Provider shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended {20 U.S.C.A. Section *504* of the Rehabilitation Act of 1973 (Public Law 93-112)}, which prohibit discrimination on the basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially *45* CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 31. CUSTOMER SERVICE STANDARDS:

Provider agrees to establish and maintain Customer Service Standards that assure equal treatment, with dignity and respect, of all customers and/or patients. Provider shall make available to both Agencies, its Customer Service Standards and Customer Service Inquiry Process.

ARTICLE 32. AGENCIES FIRST RESPONDER OBLIGATIONS

In performing First Responder Services, Agencies shall comply with the following requirements: Agencies shall require its fire service first responder medical personnel ("First Responder Personnel") to work collaboratively with Provider Personnel. In the event First Responder Personnel arrive at an incident scene prior to Provider, event First Responder Personnel shall assume temporary medical control of the scene until Provider's arrival, at which point Provider shall assume medical control unless on scene event First Responder Personnel hold a higher licensure or certification than on scene Provider Personnel.

Provider shall be entitled to include, in its charges to patients and third-party payers, charges for services performed or supplies utilized by event First Responder Personnel.

In consideration of the foregoing, Provider shall, without charge, restock the disposable medical supplies agreed upon by the parties when utilized by Agency personnel in treating patients transported by Provider.

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Agencies shall assure and certify in writing to Provider prior to the effective date hereof, and on an annual basis thereafter, in a format acceptable to Provider, that none of its First Responder Personnel providing patient care are "Ineligible Persons". Ineligible Persons shall include any individual who: (1) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (2) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320aies-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Agency shall ensure that all First Responder Personnel are not Ineligible Persons, by implementing the following screening requirements:

Agencies shall screen such persons against the Exclusion Lists within thirty days of the effective date hereof and annually thereafter.

As part of the hiring process for any new First Responder Personnel hired after the effective date hereof, Agencies shall require such persons to disclose whether they are an Ineligible Person and shall screen them against the Exclusion Lists.

Agencies shall implement a policy requiring all first responder personnel to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

"Exclusion Lists" include: (i) the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at http://oig.hhs.gov); and (ii) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://epls.arnet.gov).

Agencies shall cooperate with Provider in performing quality improvement activities in accordance with policies and procedures agreed upon by the parties.

ARTICLE 33.

This Contract award is made as a result of a Request for Proposals issued by the Agencies pursuant to the requirements of the New Mexico Procurement Code, Section 13-1-1 through 13-1-199, *et seq.*, NMSA 1978, as well as the Agencies Procurement Code Resolution 12-24 relating to the procurement of professional services.

ARTICLE 34.

This Contract including all attachments was approved in open public session by the Governing Body of the City of Las Vegas and the San Miguel County Commission on April 7, 2021 which public entities authorized their City & County Manager to execute the Contract.

Effective Date: May 27, 2021

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CITY OF LAS VEGAS

Dr. William Taylor
City Manager

Casandra Fresquez
City Clerk

5/27/2021

Scott Aaron
City Attorney

San Miguel County

Joy Ansley
~~Interim~~ County Manager

Geraldine E. Gutierrez
County Clerk

Daye Romero, Jr.
County Attorney

American Medical Response Ambulance Service, Inc.

DocuSigned by:

~~Glenn Kasprzyk~~
Regional President

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ATTACHMENT A

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICES
SCOPE OF SERVICES

STATEMENT OF NEED AND OVERVIEW OF PROVIDER MISSION

American Medical Response Ambulance Services provide advanced life support (ALS) services (paramedic level) emergency medical services and non-emergency transport to the residents of contracted entities.

INCORPORATED AS ITS SCOPE OF WORK, PROVIDER SHALL:

1. GENERAL AGREEMENTS: Provider shall:

1.1. Provide for effective and efficient medical transport and related services for the residents of the City of Las Vegas and County of San Miguel.

1.2. Comply with stipulations and agreements embodied in RFP #2021-04, the Provider's proposal to RFP #2021-04 which are incorporated by reference in their entirety and made part of this Contract.

1.3. Provide emergency and non-emergency non-ambulatory medical transport services and related EMS care within the specified area, and shall coordinate the provision of services with other medical and emergency provider within San Miguel County.

1.4. Notify the Agencies six (6) months in advance of the end of the existing Contract period of its intent to exercise its right to refuse to continue the Contract and provide documentation of financial inability.

1.5. Staff all ambulance service vehicles that respond to emergencies with a minimum of one State licensed paramedic and one State licensed basic or intermediate EMT. In the event of system overloads, emergency ambulances may be staffed by two state licensed EMT basic or higher certification.

1.6. Compile, maintain, and make available for inspection and audit upon request by the contracted Agencies or any agency of the State of New Mexico, all records relating to the services to be provided under this Contract for a period of seven (7) years.

1.7. Ensure that ambulances that respond to emergency calls meet the minimal requirements of the latest edition of the Department of Transportation's KKK specifications.

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1.8. Ensure that ambulances are not used for personal errands or any other non-business function(s) when it could hinder patient care.

1.9. Be the sole operator of the ambulance service denoted in this Contract, and ambulance operations including ambulance maintenance and patient transport. It shall provide the necessary staffing, life support systems, and mobile communications equipment as necessary for the proper functioning of the ambulance service.

1.10. Shall be solely entitled to perform, and responsible for performing, billing of patients and third-party payers for Services provided hereunder. Agencies shall not bill or permit any other party to bill patients or third-party payers, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an emergency call. Provider's Rates shall be in accordance with the State of New Mexico rate tariff.

1.11. Under normal circumstances, persons needing transport shall be taken to the closest emergency department or designated specialty care unit located within a hospital that is most appropriately equipped and staffed to treat the patient's specific medical condition or injury. Provider will consider patient requests to be transported to other medical facilities for emergency or non-emergency treatment, if the request and the circumstances are such that the patient's choice is medically reasonable. Non-emergency transportation by ambulance is also dependent upon the availability of appropriate personnel, vehicles, and medical necessity.

1.12. Be strictly accountable for all receipts and disbursements as the administrator under this Contract. The medical accounting records relating to operation of the ambulance service shall be made available to the Agencies for inspection at the end of the Provider's fiscal year.

2. ANNUAL REVIEW:

A formal annual review will be conducted in which the Provider and the Agencies will discuss performance, challenges, successes and any other items deemed relevant to Provider's timely and professional delivery of emergency transport services to the residents.

3. COMPLIANCE WITH LAWS AND REGULATOINS: Provider shall:

4.1. Comply with State and Federal laws, including Medicare and Medicaid Laws and Regulations. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b), as amended. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S. Section 1320a-7b), as amended.

4.2. In addition to compliance standards detailed in the Contract, comply with all laws, regulations, and policies of the State of New Mexico, the County of San Miguel, and the City of Las Vegas in the performance of its duties under this Contract including the standards of the National Integrated

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Incident Management System. The Agencies may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this scope of work.

4.3. Obtain the written approval from the Agencies prior to entering into any Mutual Assistance Agreement.

4. RECORDS MAINTENANCE AND RETENTION:

Provider shall maintain, retain and make available to the Agencies and/or its designees, upon request, records of the following for a period of seven (7) years from date of service.

5.1. All patients/clients served including, whenever available, information about whether or not the patients/clients are insured or uninsured and their County/City residency status, gender, age, ethnicity and residency location within the service area.

5.2. Billing and medical records for all Indigent eligible patients.

5. EMPLOYEE WAGE AND BENEFIT SCALE:

Provider shall maintain employee wage and benefit scales and related information contained in the RFP as a minimum contractual commitment.

6. RESPONSE TIMES:

Provider shall reach emergency response calls within the city limits in seven (7) minutes or less. Response to County areas shall reflect a twenty (20) minute maximum response time depending on area.

7. PROBLEM RESOLUTION:

All problems and issues between Agencies and Provider, with reference to contractual requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, Attachment C.

8. SCENE MANAGEMENT:

All scenes shall be managed using the San Miguel County Standard Incident Command Structure (ICS).

INSURANCE REQUIREMENTS FOR THIS PROVIDER, AS REFERENCED BY THE CONTRACT, ARTICLE 8, INCLUDE:

1. Automobile liability.

Automobile liability insurance covering Provider's owned, non- owned, hired and leased vehicles with limits not less than $1,000,000 per occurrence.

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2. Commercial, General Liability.

Commercial general liability insurance shall cover liability arising from products and completed operations, premises, contractual liability, personal injury and advertising injury covering bodily injury and property damage, with a limit of not less than $1,000,000 for each occurrence and $3,000,000 aggregate limit.

3. Professional Liability.

Provider shall maintain professional liability insurance covering bodily injury, with a limit of not less than $1,000,000 per occurrence and 3,000,000 in the aggregate.

4 Worker's Compensation.

Provider shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes; and employer's liability insurance with a limit of not less than $100,000.

5. Claims Made.

In the event the company elects to obtain insurance required under this Agreement on a "claims made" basis, then such: coverage shall be renewed or continued without lapse.

6. Certificates of Insurance.

Upon request, Provider shall furnish the Agencies with Certificates(s) of Insurance issued by Provider's insurer as evidence that the coverage is: 1) placed with reasonably acceptable insurers; 2) detailed on the Certificates as specified in this Contract; and 3) is in full force and effect on the commencement date of service. Provider shall also furnish updated Certificates as policies are renewed.

7. Additional Insured.

The insurance coverage required hereunder, except worker's compensation and professional liability, shall name the Agencies, its employees and officers, as additional insured's.

8. Notice of Cancellation.

Provider shall immediately notify the Agencies in writing, of Provider's cancellation of its insurance coverage.

9. Supplemental Insurance.

During the term of this Contract, Agencies, in their reasonable discretion, may require Provider to obtain additional coverage or increase the amount of any insurance Provider carries to the extent the coverage is reasonably and commercially available to Provider (Supplemental Coverage"). In such event, Agencies shall pay to Provider the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Provider's duty to obtain such Supplemental Coverage.

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10. Market Fluctuations.

The Agencies acknowledge that, from time to time, insurance market fluctuations may increase the premiums Provider may pay in order to secure the coverage required under this Contract. In the event that the premiums increase during the term of the Contract, the Agencies agree to consider in good faith the Provider's request for an equitable adjustment in Provider rates to cover the increased cost.

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ATTACHMENT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA Business Associate Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the City of Las Vegas and County of San Miguel hereinafter referred to as "The Agencies" or "Business Associate" and AMR, hereinafter referred to as "Provider" or "Covered Entity" and is an attachment to a services agreement wherein Provider shall provide services to the Agencies.

RECITALS:

WHEREAS, the services agreement may require the disclosure by the Covered Entity to Business Associate of certain Protected Health Information (as defined in 45 CFR 164.501 of the HIPAA Privacy Rule); and

WHEREAS, Business Associate and the Covered Entity are required to enter into a business associate agreement pursuant to the requirements as set forth in the HIPAA Privacy Rule, Title *45* Code of Federal Regulations ("CFR"), Parts 160 and 164; and

WHEREAS, in performing these services, Provider will submit, receive, create or access certain Protected Health Information ("PHI") of participants and beneficiaries covered under the services agreement and accordingly is a" Business Associate" as defined in the Privacy Rule; and

WHEREAS, the Provider is a "Covered Entity" within the meaning of the Privacy Rule; and

WHEREAS, the parties desire to enter into this agreement to comply with the provisions in the Privacy Rule requiring a Business Associate to provide adequate assurances to a Covered Entity with respect to the confidentiality of PHI.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164, Subparts A and E.

1.1. "Business Associate" shall mean the City of Las Vegas and the County of San Miguel.

1.2. "Covered Entity" shall mean the Provider, "AMR."

1.3. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 154.501.

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1.4. "Individual" shall have the same meaning as the term "individual" in *45* CFR *164.501* and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.02(g).

1.5. "Individually identifiable health information" shall have the same meaning as the term "individually identifiable health information" in 45 CFR 160.103. Specifically, "Individually identifiable health information" shall mean information that is a subset of health information, including demographic information collected from an individual, and: 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and i) that identifies the individual, or ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.6. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.7. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR *164.501,* limited to the information created or received by Business Associate from or on behalf of Covered Entity. Specifically, "protected health information" shall mean individually identifiable health information that is: 1) transmitted by electronic media; 2) maintained in electronic media; or 3) transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in: 1) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 D.S.C. §1232g; 2) records described at 20 D.S.C. §1232g(a)(5)(B)(iv); and 3) employment records held by a Covered Entity in its role as an employer.

1.8. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

1.9. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

2.1. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

2.2. Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information, other than as provided in this Agreement.

2.3. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

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2.4. Business Associate shall report to the Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement and about which Business Associate becomes aware.

2.5. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.

2.6. Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner to be designated by the Covered Entity, to Protected Health Information in a Designated Record Set (if applicable) to the Covered Entity or, if directed otherwise by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.7. Business Associate shall make any amendment(s) to Protected Health Information in a designated Record Set (if applicable) that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner to be designated by the Covered Entity.

2.8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from or created or received by business associate on behalf of the Covered Entity available to the Department of Health and Human Services in accordance with 45 CFR 160.31 o (c) for the purposes of determining Covered Entity' compliance with the Privacy Rule.

2.9. Business Associate shall document all disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

2.10. Business Associate shall provide to the Covered Entity or to an Individual, in the time and manner to be designated by the Covered entity, information collected in accordance with subparagraph 2.9 of this Section, to permit the Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Specific use and disclosure provisions:

3.1. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate,

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provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to the Covered Entity as relating to the health care operations of the Covered Entity as permitted by *45* CFR 164.504(e)(2)(i)(B).

3.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with *45* CFR 164.502(0)(1).

4. OBLIGATIONS OF COVERED ENTITY.

Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions:

4.1. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.2. Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practice of Covered Entity in accordance with *45* CFR *164.520,* to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with *45* CFR *164.52, to* the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. TERM AND TERMINATION.

5.1. Term. The Term of this Agreement shall be effective as of the date hereof and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or, if it is not feasible to return or destroy all Protected Health Information that Business Associate maintains in any form, the protections of this Agreement shall be extended to such Protected Health Information in accordance with the termination provisions in this Article 5.

5.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by the Business Associate, Covered Entity shall either: i) provide an opportunity for Business Associate

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to cure the breach or end the violation and terminate this Agreement and the Agreement if Business Associate does not cure the breach or end the violation within a time that shall be designated by the Covered Entity, or ii) immediately terminate this Agreement and the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or iii) if neither termination nor cure are feasible, Covered Entity shall report violation to the Secretary.

5.3. Effect of Termination.

5.3.1. Except as provided in subparagraph 5.3.2., upon termination of this Agreement or the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction not feasible, for so long as the Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS.

6.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

6.2. Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule and HIPAA.

6.3. Survival. The respective rights and obligations of the Business Associate under Section *5.3* in this Agreement shall survive the termination of this Agreement and the Agreement.

6.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

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ATTACHMENT C

PROBLEM RESOLUTION PROCEDURE

Objective

1. To provide Agencies and Provider with a means to identify and resolve issues as they rise.

2. To institute a workable procedure for resolving issues which are not resolved on the individual basis.

Introduction

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness of all parties and thoroughness of investigation of all facts must be applied in all cases.
Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

Step I

Upon identification of a situation requiring application of this problem clearance procedure, those individual's directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step II of this procedure be applied.

Step II

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If, however the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

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The objective of the meeting should be to resolve this issue so that it does not recur. Resolutions may address related area of training, policy revision and/or policy development, etc.

Step III

Those issues not resolved through Steps I or II of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps I and II. Situations of this significance will be forwarded to the COO, City and County Manager or other agency identified representative(s).

The designated representative from: each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter are prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the City and County Manager shall determine a resolution. The City and County Manager shall have the authority in determining such resolution to require any corrective action, within reason. Such resolution shall he delivered to Provider in writing and shall include the timelines under which any corrective action shall occur.

Types of Problems

- Conflicts in the field (medical and other)
- Non-compliance with designated care guidelines Destination concerns (wrong one, wrong type)
- Mode of transport (air, ground, police, POV)
- Dispatch of resources (wrong one, wrong type)

Agreement / Contract
No. 3739-21
City of Las Vegas
Date

MEMORANDUM OF UNDERSTANDING
between
San Miguel County and the **City of Las Vegas**
For Ambulance Services

This Agreement (the "Agreement") is made and entered into this 31st day of December, 2021, by and between San Miguel County, a political subdivision of the State of New Mexico (hereinafter referred to as 'County') and the City of Las Vegas, a political subdivision of the State of New Mexico (hereinafter referred to as 'City'). The parties may be referred to herein collectively as "the parties" and singularly as a "party";

RECITALS

WHEREAS, full service emergency and non-emergency Advanced Life Support Services (ALS) or Intermediate Life Support Services (ILS) are required within the City Limits of the City of Las Vegas, New Mexico; and

WHEREAS, the County and City have collaboratively contracted with American Medical Response Ambulance Service (AMR) to provide such services in San Miguel County, New Mexico, to include the City of Las Vegas, New Mexico; and,

WHEREAS, the total annual amount of the contract with American Medical Response is Five hundred sixty three thousand dollars ($563,000), to be split between San Miguel County and the City of Las Vegas; and,

WHEREAS, the City hereby agrees to contribute an annual amount of Two hundred ten thousand dollars, $210,000 ($17,500 per month) to the County to provide said services; and,

WHEREAS, the County shall invoice the City monthly;

NOW, THEREFORE, in consideration of the recitals and obligations of the parties as expressed herein, both San Miguel County and the City of Las Vegas to hereby agree as follows:

ARTICLE I

The County and City shall maintain a collaborative contract with AMR to provide for effective and efficient medical transport and related services for the residents of the Village of Pecos.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties and shall expire on June 30, 2022.

ARTICLE III

Changes to MOU: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE IV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States post Office, postage prepaid and return receipt requested. Notices shall be sent to the following:

San Miguel County
Joy Ansley, County Manager
500 W. National Ave., Ste. 201
Las Vegas, NM 87701
(505)425-9333
jansley@co.sanmiguel.nm.us

City of Las Vegas
Leo Maestas, City Manager
1700 N. Grand Avenue
Las Vegas, NM 87701
(505)454-1401
lmaestas@lasvegasnm.gov

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

San Miguel County

Joy Ansley
County Manager

Dave Romero, Jr.
San Miguel County Attorney

ATTEST:

Geraldine E. Gutierrez
San Miguel County Clerk

City of Las Vegas

Leo Maestas
City Manager

Scott G. Aaron
City of Las Vegas Attorney

ATTEST:

Casandra Fresquez
City Clerk

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 7/29/2022

Date Submitted: July 21, 2022 **Department:** Finance

Item/Topic: Approval of Resolution 22-33 to approve the final quarter report for 2021-2022 for submission to Department of Finance & Administration, Local Government Division Requirements.

Fiscal Impact: N/A

Attachments: Budget Recap Spreadsheet, DFA Summary.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Department Director - Deputy

City Manager

Reviewed By:

Deputy Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____ **Continued To:** _____
Ordinance No. _____ **Referred To:** _____
Contract No. _____ **Denied** _____
Approved _____ **Other** _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-33

A RESOLUTION FOR THE APPROVAL OF THE FINAL FY2021-2022 DFA REPORT

WHEREAS, the Governing Body in and for the Municipality of the City of Las Vegas, State of New Mexico has developed the Final Quarter Report for Fiscal Year 2021-2022; and

WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the fiscal year 2022-2023; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2021-2022; and

WHEREAS, it is the majority opinion of this governing body the Final Budget meet the requirements as currently determined of Fiscal Year 2022-2023; and,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned final quarterly report request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this day _____ of July 2022.

_____
Mayor Louie A. Trujillo

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 7/29/2022

Date Submitted: July 21, 2022 **Department:** Finance

Item/Topic: Approval of Resolution 22-34 to adopt the Final FY2022-2023 as per Department of Finance & Administration, Local Government Division Requirements.

Fiscal Impact: FY2022-2023 Revenues $57,517,885; Expenditures $69,924,334

Attachments: Resolution No. 22-33, Seven (6) bound copies of the FY2022-2023 Budget Books.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Department Director - Deputy

City Manager

Reviewed By:

Deputy Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____ **Continued To:** _____
Ordinance No. _____ **Referred To:** _____
Contract No. _____ **Denied** _____
Approved _____ **Other** _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-34

A RESOLUTION FOR THE FINAL BUDGET ADOPTION 2022-2023 FISCAL YEAR

WHEREAS, the Governing Body in and for the Municipality of the City of Las Vegas, State of New Mexico has developed a Final Budget for Fiscal Year 2022-2023; and

WHEREAS, said budget was developed on basis of need through cooperation with all user departments, elected officials and other department supervisors, City Administration and elected officials; and

WHEREAS, the official meeting for the review of said documents was posted publicly on July 20, 2022 in compliance with State Open Meetings Act; and

WHEREAS, it is the majority opinion of this governing body the Final Budget meet the requirements as currently determined of Fiscal Year 2022-2023; and,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned final budget request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this day _____ of July 2022.

_____
Mayor Louie A. Trujillo

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney