CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: August 13, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Jonathan P. Killings, Fire Chief, (915) 493-5609
K. Nicole Cote, Managing Director of Purchasing & Strategic Sourcing (915) 212-1092
DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 2 - Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 Increase public safety operational efficiency

SUBJECT:
Discussion and action on the award of solicitation 2023-0683R Transport Medical Billing and Collections to Digitech Computer, LLC. for a three (3) year term for an estimated amount of $5,503,740.00. This contract will allow the Fire department to manage the billing and collections services of EMS (Emergency Medical Services) and ambulance related transport.

BACKGROUND / DISCUSSION:
The City of El Paso Fire Department (EPFD) provides Emergency Medical Services (EMS) within the El Paso City and County limits to any person requesting aid. The emergency medical staff transports the individual or individuals to a hospital providing emergency aid and charged according to the City's Fee Schedule. EPFD currently manages a fleet of 36 Advanced Life Support ambulances and transports approximately 47,500 annually.

The El Paso Fire Department manages the billing and collection services of EMS and ambulance related transport fees incurred by Patients, resulting from EPFD EMS treatment/transport and treatment /non-transport, and monitors the billing, revenue collections, payment processing, compliance and customer services activities related to ambulance transports and the Contractor's performance.

SELECTION SUMMARY:
Solicitation was advertised on August 15, 2023 and August 22, 2023. The solicitation was posted on City website on August 15, 2023. There were a total fourteen (14) viewers online; four (4) proposals were received; none from local vendors.

CONTRACT VARIANCE:
The difference based in comparison to the previous contract is as follows: An increase of $744,045.00 per year, which represents a 68.23% due to an increase in requests for emergency ambulance services.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $5,503,740.00
Funding Source: General Fund
Account: 322-1000-22070-522010-P2212

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_ YES ___NO

PRIMARY DEPARTMENT: Fire
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**********************REQUIRED AUTHORIZATION************************

DEPARTMENT HEAD:

Jonathan P. Killings - Fire Chief

Project Form
Select One

**********Posting Language Below **********

Please place the following item on the Regular Agenda for the City Council Meeting of August 13, 2024.

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.3 Increase public safety operational efficiency

Award Summary:
Discussion and action on the award of solicitation 2023-0683R Transport Medical Billing and Collections to Digitech Computer, LLC. for an initial term of three (3) years for an estimated amount of $ 5,503,740.00. This contract will allow the Fire Department to manage the billing and collection services of EMS (Emergency Medical Services) and ambulance related transport.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $744,045.00 per year, which represents 68.23% due to an increase in requests for emergency ambulance services.

Department:	Fire
Award to:	Digitech Computer, LLC.
City & State:	Chappaqua, NY
Item(s):	All
Initial Term:	3 Year
Option Term:	N/A
Total Contract Time:	1 Year
Annual Estimated Award:	$1,834,580.00
Total Estimated Award	$5,503,740.00
Account(s)	322 – 1000 – 22070 – 522010 – P2212
Funding Source(s):	General Fund
District(s):	All

This was a Request for Proposals Procurement – Service contract.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Digitech Computer, LLC. the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Committee Scoresheet

CITY OF EL PASO RFP SCORESHEET

PROJECT: **2023-0683R Transport Medical Billing and Collections**

Evaluation of Submittal

	MAX POINTS	Digitech Computer LLC. Chappaqua, NY.	Emergicon, LLC Forney, TX	EMS Management & Consultants, Inc. Winston-Salem, NC	OptumInsight, Inc. Minnetonka, MN
Factor A - Offeror's Fee Proposal	30	30.00	Offerer deemed Non-Responsive. Not Evaluated	Offerer deemed Non-Responsive. Not Evaluated	Offerer deemed Non-Responsive. Not Evaluated
Factor B - Experience - Comparable Contracts	30	29.60			
Factor C - References	20	20.00			
Factor D – Proposal Presentation	20	15.40			
TOTAL SCORE	**100**	**95.00**			
		1			

CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM

Bid Opening Date: October 4, 2023 | **Solicitation #: 2023-0683R**

Project Name: Transport Medical Billing and Collections | **Department: Fire**

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
DIGITECH COMPUTER, LLC.	CHAPPAQUA, NY	YES
EMERGICON, LLC.	FORNEY, TX	YES
EMS MANGEMENT & CONSULTANTS, INC.	WINSTON-SALEM, NC	YES
OPTUMINSIGHT, INC.	MINNETONKA, MN	YES

RFPs SOLICITED: 216 LOCAL RFPs SOLICITED: 83 RFPs RECEIVED: 4 LOCAL RFPs RECEIVED: 0 NO BIDS: 0

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/

Date: 10/23/2023

2023-0683R Transport Medical Billing and Collections - Views

Number	Participant Name	Response Status	City	State
1	EMS Management & Consultants	Submitted	Winston-Salem	SC
2	Digitech Computer, Inc.	Submitted	CHAPPAQUA	NY
3	Optum (OptumInsight, Inc.)	Submitted	Eden Prairie	MN
4	EMERGICON	Submitted	Terrell	TX
5	Alkane Midstream	No Bid	Mendota	MN
6	alvidrez architecture inc	Viewed	El Paso	TX
7	Americas Best Strategic Security Group LLC	Viewed	El Paso	TX
8	Efficio Construction Services LLC	Viewed	El Paso	TX
9	Internal Audit Office	Viewed	El Paso	TX
10	Net Gain Marketing, Inc.	Viewed	Collingswood	NJ
11	North America Procurement Council Inc., PBC	Viewed	Grand Junction	CO
12	Organiza Eventos	Viewed	EL PASO	TX
13	Quick Med Claims (Quick Med Claims, LLC)	Unsubmitted	Pittsburgh	PA
14	Segal	Viewed	Washington	DC

STATE OF TEXAS)
) HIPAA BUSINESS ASSOCIATE AGREEMENT
COUNTY OF EL PASO)

THIS AGREEMENT is entered into on August 13, 2024 by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and Digitech Computer LLC, ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L.104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to manage the billing and collection services of Emergency Medical Services and ambulance related transport fees incurred by patients resulting from treatment/ transport and treatment/non-transport from the El Paso Fire Department.; and

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA; and

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.

   a. **Agreement** shall refer to this document.

   b. **Business Associate** means Digitech Computer LLC

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:

a. The disclosure is required by law; or

b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

B. BUSINESS ASSOCIATE OBLIGATIONS:

a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).

b. Appropriate Safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).

c. Reports of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).

d. Subcontractors and Agents. BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2). **In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE** agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS

ASSOCIATE with respect to such Information.

e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).

f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.

g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).

h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).

k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).

l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).

m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out

one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).

n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.

o. **Notice and Authorization Required for Electronic Disclosure of** PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.

p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

q. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.

r. **Modifications**. The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.

s. **Automatic Amendment**. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

C. Term and Termination

a. **Term.** The Term of this Agreement shall be effective as of the date this Agreement is executed and shall remain in effect for the same term as the Professional Service Agreement with Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers for services for the fire department or shall terminate on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.

b. **Termination for Cause**. Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:

i. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach

or end the violation within the time specified by the CITY.

ii. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.

iii. Notify the Secretary of HHS if termination is not possible.

c. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINES ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:

i. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

ii. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;

iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;

iv. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and

v. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.

d. **Survival**. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

e. **Remedies.** If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

i. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;

Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or

ii. Terminate this Agreement immediately.

f. **Injunction.** CITY and BUSINESS ASSOCIATE agree that any violation of the provisions!of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any!other remedies available to CITY at law, in equity, or under this Agreement, in the event!of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement,!or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of!specific performance with respect to such violation or explicit threat thereof, without any!bond or other security being required and without the necessity of demonstrating actual!damages. The parties' respective rights and obligations under this Section C.4. shall!survive termination of the Agreement.

g. **Indemnification**. To the extent allowed and not otherwise prohibited by Texas law, BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. BUSINESS ASSOCIATES' liability shall be limited to the amounts covered by its insurance policies. The parties' respective rights and obligations! under this Section 5 shall survive termination of the Agreement.

D. **Miscellaneous**

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.

2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.

3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With Copy to:	City of El Paso Attn: Fire Chief 416 N. Stanton, Suite 200 El Paso, TX 79901- 1242
BUSINESS ASSOCIATE:	Digitech Computer LLC Attn: Mark Schiowitz, President and CEO 480 Bedford Road, Building 600, 2nd Floor Chappaqua, NY 10514 with a copy to: compliance@digitechcomputer.com

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.

8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(*Signatures follow on next page)*

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 13th day of August, 2024.

CITY:

Cary S. Westin, Interim City Manager

APPROVED AS TO FORM:

Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

Jonathan Killings, Fire Chief
El Paso Fire Department

BUSINESS ASSOCIATE:
Digitech Computer LLC

By: Mark Schiowitz
Mark Schiowitz (Jul 17, 2024 09:44 EDT)

Name: Mark Schiowitz

Title: President and CEO