

Santa Fe County Purchasing Process Request Form

Date Submitted:	11/25/2025	Requesting User Agency:	
Name & Phone of Contact Person:	Tyler Dominguez 505-986-6279		
Contract Tracking #/Buyer	2025-0271-A-ATT/BM 2025-0271-B-ATT/BM 2025-0271-C-ATT/BM 2025-0271-D-ATT/BM 2025-0271-E-ATT/BM	BCC Approval? ☐ Yes ☒ No If yes, please indicate date	

AGENCY REQUEST: (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency need. Describe what you are attempting to purchase, obtain or accomplish. Attach additional information relating to your request (scope of work, specifications, bid items on etc.)

Legal is requesting contract #'s be provided for the enclosed Business Associate Agreements for the active agreements listed as Agreement #'s 2025-0271-A-ATT/BM; 2025-0271-B-ATT/BM; 2025-0271-C-ATT/BM; 2025-0271-D-ATT/BM; 2025-0271-E-ATT/BM

Does this request require IT approval? ☐ Yes ☐ No **If yes, is the approved work order attached?** ☐ Yes ☐ No

PURCHASING STATUS:

FINANCIAL / BUDGETARY INFORMATION: (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

<u>Grants</u>	<u>Capital, Fund & Cost Center Approval</u>	<u>Budget Approval:</u>
Is this grant related? ☐ Yes ☐ No	Is this a capital project? ☐ Yes ☐ No	
If yes: provide fund(s) _____	Capital approval: _____	
Grant approval: _____	Fund/Cost Center approval: _____	

Please provide account number(s) for this request:

LEGAL FORM: (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.

LEGAL APPROVAL: (sign and date)

FINANCE DIRECTOR APPROVAL: (sign and date)

COUNTY MANAGER APPROVAL: (sign and date)

Gregory S. Shaffer, County Manager 12/12/2025

ATTACH NEEDED DOCUMENTS (Purchase Requisition, Justification Memo & Documentation (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC memorandum, Price Agreement used (SPA, GSA, etc.))

**BUSINESS ASSOCIATE/ QUALIFIED SERVICE
ORGANIZATION AGREEMENT (BAA/QSOA)**

This is an Agreement between Santa Fe County, on behalf of the Legal Department, ("Covered Entity") and Sanchez, Mower & Desiderio. ("Business Associate"). This Agreement, effective May 30, 2025, is intended to meet Covered Entity's obligations to comply with the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and, under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act") and the regulations issued by the Department of Health and Human Services ("HHS"), including the final omnibus rule ("HIPAA Regulations") (together HIPAA, the HITECH Act, and HIPAA Regulations shall be referred to as "HIPAA"). To the extent applicable, this Agreement is further intended to meet Covered Entity's obligations as a Qualified Service Organization under the Confidentiality of Alcohol and Drug Abuse Records regulations, 42 C.F.R. Part 2. Where applicable, references to "Business Associate" are intended to mean both a Business Associate under HIPAA and a Qualified Service Organization under 42 C.F.R. Part 2.

This Agreement provides reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical, security, and physical safeguards to ensure the integrity and confidentiality of all individually identifiable protected health information ("PHI") it receives or possesses from Covered Entity. This Agreement provides further assurances from Business Associate that Business Associate will comply with the requirements of 42 C.F.R. Part 2 to the extent applicable.

1. Business Associate may use the information to assist Covered Entity with the activities for which Covered Entity uses Business Associate's products and services. Business Associate may use or disclose PHI as required by law. This Agreement does not authorize Business Associate to make any use or disclosure of the information that Covered Entity would not be permitted to make. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA or, if applicable, 42 CFR Part 2 if so used by the Covered Entity. By entering into this Agreement, Business Associate acknowledges that it is bound by HIPAA and the Confidentiality of Alcohol and Drug Abuse Records regulations under 42 CFR Part 2 to the extent Business Associate is receiving information from Covered Entity that it is subject to those regulations.
2. Business Associate is not an agent of Covered Entity. Covered Entity does not have the right or authority to control the Business Associate's conduct in the course of performing services for Covered Entity.
3. Business Associate will:
 - A. Not use or further disclose Covered Entity's PHI except as permitted or required by agreements with Covered Entity, or otherwise required by law.
 - B. To the extent 42 CFR Part 2 applies to the PHI Business Associate receives or possesses from Covered Entity:

- (i) Business Associate will resist any efforts in judicial proceedings to obtain access to PHI except as expressly provided for in 42 CFR Part 2.
 - (ii) Business Associate acknowledges that prior to any permitted release or re-disclosure of such data, it will abide by any consent requirements set forth in Part 2.
- C. Use appropriate safeguards to prevent use or disclosure of Covered Entity's PHI other than as provided for by agreements with Covered Entity.
- D. Report to Covered Entity within five (5) days of knowing of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of Covered Entity's PHI as breach is defined in 45 CFR 164.402 ("Breach") not permitted by this Agreement in accordance with the requirements of 45 CFR Section 164.410, except notification may be delayed if such delay is requested by a law-enforcement official in accordance with 45 CFR Section 164.412. Business Associate shall include in its report to Covered Entity the following: (a) the identification of each individual whose PHI may have been accessed, acquired, used, or disclosed during the Breach; (b) a brief description of what happened, including the date of the Breach and the date of discovery of the Breach; (c) a description of the types of PHI that were involved in the Breach; (d) steps individuals may take to protect themselves from potential harm resulting from the Breach; and (e) a description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against further Breaches. In the event this information is not immediately available, Business Associate shall provide the information to Covered Entity as it is discovered. Business Associate shall assist Entity as requested to provide notification to affected individuals, and, if requested by Covered Entity, Business Associate agrees to provide a toll-free number, e-mail address, website, or postal address for Individuals to ask questions or learn additional information about the Breach. Business Associate agrees to be responsible for costs related to notifying affected individuals of the Breach, including costs incurred by Covered Entity to mail notifications and maintain a toll-free number or website.
- E. In addition, where a disclosure of PHI has not occurred, but there has been an attempted or successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic PHI or interference with Business Associate's information system operations, of which Business Associate becomes aware, Business Associate will report such incident to Covered Entity. Business Associate will take prompt corrective action to mitigate any harmful effect that may result from the use or disclosure.
- F. Ensure that Business Associate's agents and subcontractors to whom Business Associate provides Covered Entity's PHI agree to the same restrictions and conditions that apply to Business Associate. Prior to disclosing PHI to a third party, Business Associate will obtain (i) a written agreement containing reasonable assurances from such third party that the PHI will be held confidential as provided in this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to the third party, and (ii) an agreement from the third party to immediately notify Business

Associate of any breaches of confidentiality of the PHI to the extent it has obtained knowledge of such Breach.

- G. Make reasonable efforts to use, to disclose, and to request only the minimum amount of the Covered Entity's PHI reasonably necessary to accomplish the intended purpose, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with HIPAA.
- H. Develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule or otherwise set forth in HIPAA.
- I. Make any PHI that Business Associate stores or maintains for Covered Entity available in the medium and format in which Business Associate maintains it so Covered Entity can meet its obligation to provide access to the information. In the event Business Associate receives a request for access to PHI directly from the individual, Business Associate will forward that request to Covered Entity within three (3) business days and will so advise the individual requesting access. The Covered Entity will be responsible for responding to the individual's request.
- J. Make any PHI that Business Associate maintains for Covered Entity available to Covered Entity for amendment and incorporate any amendments Covered Entity requests.
- K. Document and provide to Covered Entity an accounting of disclosures of PHI made by Business Associate that Covered Entity will need to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 or 42 CFR Part 2. With respect to disclosures related to an Electronic Health Record, Business Associate will provide the accounting directly to the Covered Entity.
- L. Make Business Associate's internal practices, books, and records relating to the use and disclosure of Covered Entity's PHI available to the Secretary of HHS, for purposes of determining compliance with legal obligations.
- M. Upon termination of the agreements between Business Associate and Covered Entity, Business Associate will return or destroy (if agreed to by Covered Entity) all of Covered Entity's PHI that Business Associate maintains in any form and retain no copies of such information or, if return or destruction is not feasible, extend the protections of this Agreement to that information and limit further use and disclosure to those purposes that make the return or destruction of the information infeasible.

- (i) Business Associate agrees to complete such return or destruction as promptly as possible and to verify in writing within thirty (30) days of the termination of this BAA/QSOA to Covered Entity that such return or destruction has been completed.
 - (ii) If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of this BAA/QSOA to such PHI for as long as Business Associate maintains such PHI.
 - (iii) The obligation to return or destroy all PHI received from Covered Entity or created by Business Associate on Covered Entity's behalf shall include any PHI in the possession of Business Associate's agents or subcontractors. The obligations set forth in this paragraph shall survive termination of this Agreement.
- N. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any breach, or negligent or willful acts or omissions of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.
- 4. Business Associate may use Covered Entity's PHI for the management and administration of Business Associate's company and to carry out its own legal responsibilities, and Business Associate may disclose the information for these purposes if Business Associate is required to do so by law.
 - 5. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual unless the Covered Entity or Business Associate obtained from the individual a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that individual, except as otherwise allowed under HIPAA or the HITECH Act; however this prohibition will not affect payment by Covered Entity to Business Associate.
 - 6. If Business Associate conducts, in whole or part, electronic transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such transactions to comply, with each applicable requirement of the Electronic Transactions Rule. Business Associate will comply with the National Provider Identifier requirements, if and to the extent applicable.
 - 7. If there is a material breach of this Agreement, Covered Entity may terminate the Agreement under which Business Associate has access to Covered Entity's PHI. Except

to the extent expressly stated herein or by HIPAA or 42 CFR Part 2, Covered Entity and Business Associate agree that they do not intend to create any rights in any third parties. Business Associate agrees that, in the event that any provisions in any other agreements between Business Associate and Covered Entity that provide for additional restrictions on the use or disclosure of protected health information, those more restrictive provisions will control. Business Associate will comply with any restriction request of Covered Entity if (a) except as otherwise required or prohibited by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not solely for purposes of carrying out treatment); and (b) the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

8. Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement if feasible, or if termination is not feasible, may report the problem to the Secretary of HHS.
9. This Agreement 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 Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
10. **Retention of Records.** Notwithstanding the requirements under HIPAA and the HITECH ACT and those set forth above in this BAA/QSOA; Business Associate shall cooperate with the Covered Entity in the retention of records. Pursuant to the County's Records Retention Schedule the Covered Entity shall retain legal case files for a period of ten (10) years following the closure or dismissal of the case. Additionally, the Covered Entity shall retain legal advice and opinion records permanently. Business Associate shall cooperate with and follow up with the Covered Entity at the conclusion of the legal case/matter to determine how the relevant records will be retained and who will retain such records. Separately, per HIPAA, the Business Associate and the Covered Entity shall retain Business Associate Agreements for six (6) years from the date of their creation or the date when it last was in effect, whichever is later. 45 CFR Part 164.05(c).
11. **Method of Providing Notice.** Any notice required to be given pursuant to the terms and provisions of this BAA/QSOA shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each Party at the below addresses. If an email address is provided below, notice by email is sufficient notice under this BAA/QSOA. Any such notice shall be deemed to have been given if mailed, delivered or e-mailed as provided herein, as of the date sent.

Notice to Covered Entity:

Santa Fe County Legal Department
Walker Boyd, County Attorney
240 Grant Ave. Santa Fe, NM 87501-2061
PO Box 276 Santa Fe, NM 87504-0276

Notice to Business Associate:

Sanchez, Mowrer, & Desiderio
Attn: Robert J. Desiderio, Attorney
115 Eighth St., SW
Albuquerque, New Mexico 87102

12. **Parties Bound.** This BAA/QSOA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns. Business Associate may not assign or subcontract the rights or obligations under this BAA/QSOA without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this BAA/QSOA to any successor or affiliated entity.
13. **No Waiver.** No provision of this BAA/QSOA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
14. **Effect on Agreement.** This BAA/QSOA together with the underlying contractual Agreement for services, constitutes the complete agreement between the Parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA/QSOA and the terms of the Agreement, the terms of this BAA/QSOA shall control unless the terms of such Agreement are stricter, as determined by Covered Entity, with respect to PHI and comply with HIPAA, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this BAA/QSOA shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this BAA/QSOA.
15. **Interpretation.** Any ambiguity in this BAA/QSOA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.
16. **No Third Party Rights.** Except as stated herein, the terms of this BAA/QSOA are not intended nor should they be construed to grant any rights, remedies, obligations, or liabilities whatsoever to parties other than Business Associate and Covered Entity and their respective successors or assigns.

17. **Applicable Law.** This BAA/QSOA shall be governed under the laws of the State of New Mexico, without regard to choice of law principles, and the New Mexico courts shall have sole and exclusive jurisdiction over any dispute arising under this Agreement.
18. **Judicial and Administrative Proceedings.** In the event that Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for release of PHI, Business Associate agrees to collaborate with Covered Entity with respect to Business Associate's response to such request. Business Associate shall notify Covered Entity within seven (7) days of receipt of such request or mandate.
19. **Transmitting Electronic PHI.** Electronic PHI transmitted or otherwise transferred from between Covered Entity and Business Associate must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH Act § 13402 and any implementing guidance including, but not limited to, 42 C.F.R. § 164.402.
20. This Agreement is intended to comply with the privacy and security rules as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E and the HITECH Act and with the provisions of 42 CFR Part 2. Terms used, but not otherwise defined, in this Agreement will have the same meaning as those terms in the HIPAA Regulations and 42 CFR Part 2. If there is any ambiguity in this Agreement, it will be resolved to permit Covered Entity's compliance with HIPAA and HIPAA Regulations and 42 CFR Part 2.
21. Business Associate agrees to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, 42 CFR Part 2, and upon the enactment of any law or regulation affecting the use/or disclosure of PHI, or upon the publication of any court decision relating to any such law, interpretive policy, opinion, or guidance by any governmental agency charged with the enforcement of such law or regulation. Any other modification of this Agreement may only be made through a writing signed by both parties and an oral modification shall have no effect.

IN WITNESS WHEREOF, the Parties hereto have executed this BAA/QSOA to be effective on the date set forth above.

BUSINESS ASSOCIATE (Sanchez, Mower & Desiderio) COVERED ENTITY (Santa Fe County)

Signature



Signature



ROBERT J. DESIDERIO
Printed Name

Gregory S. Shaffer, County Manager
Printed Name
(Title)

12-10-2025
Date

12/12/2025
Date

P.O. Box 1966
ALBUQUERQUE, NM 87103
Address

Michael Nunez for 12/10/25
Walker Boyd
County Attorney