PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support AssignmentOrders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. **Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. **Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. **Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. **Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. **Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. **Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Digitech Computer, LLC Date: 10/02/2025

Agreement/Reference: Emergency Medical Services System (EMSS)

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
✓	**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**	WC *Statutory* EL **$1,000,000**
	☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	
✓	**General Liability** At-least $2 million aggregate; City of Los Angeles must be named as additional insured	**$1,000,000**
	☑ Products/Completed Operations ☐ Fire Legal Liability ☐ Sexual Misconduct ☐	
✓	**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)	**$1,000,000**
✓	**Professional Liability** (Errors and Omissions) Discovery Period 12 Months After Completion of Work or Date of Termination	**$5,000,000**
___	**Property Insurance** (to cover replacement cost of building - as determined by insurance company) ☐ All Risk Coverage ☐ Flood ☐ Earthquake ☐ Boiler and Machinery ☐ Builder's Risk ☐	
___	**Pollution Liability** ☐	
___	**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
___	**Crime Insurance**	

Other: Submitted to Lauren Nakasuji @ LAFD, October 2, 2025
1) Coverage to include Fiduciary Liability (if applicable), Errors & Omissions, Cyber Libility and Data Breach
**Insurance certificates MUST be submitted on the City's KwikComply site: https://kwikcomply.org/

EXHIBIT B

FEE SCHEDULE

Agreement No. C-118005-4
Exhibit B: Fee Schedule

1. Base Fee:

   a. The Base Fee shall be
      - 5.0% of Net Collections for the period 11/1/2010 through 4/30/2011
      - 5.4% of Net Collections for the period 5/1/2011 through 4/30/2012
      - 5.3% of Net Collections for the period 5/1/2012 through 12/31/2016
      - 5.1% of Net Collections for the period 1/1/2017 onward

   b. In accordance with Senate Bill No. 523 (Chapter 773, Statutes of 2017) and subject to approval from the Centers for Medicare and Medicaid Services (CMS), the Department of Health Care Services (DHCS) established the Quality Assurance Fee (QAF) program and imposed a quality assurance fee (QAF) on each emergency medical transport provided by an emergency medical transport provider effective July 1, 2018. With the fees collected from the QAF program, DHCS would add-on an additional reimbursement to eligible Medi-Cal transports.

      The base fee for accounts in the QAF program shall be net of the additional add-on reimbursement to eligible Medi-Cal transports less the QAF fees imposed on the LAFD for each emergency medical transport.

   c. $.75 per Notice of Privacy Practices sent to patients as more specifically described Section 6.6, Billing and Collection of Payments, in the Agreement.

2. Net Collections:

   a. "Net Collections" is the amount of money collected on a monthly basis, reduced or increased by refunds, check deposits with non-sufficient funds (NSF), and any other applicable Adjustment(s).

   b. Net Collections due to CONTRACTOR is subject to provisions of Performance Guarantee required under this agreement.

   c. Any amounts collected by third party collection services will not be included in Net Collections.

3. Adjustment:

   An adjustment reduces or increases the amount of fees collected from a patient or his insurer(s), due to one or more of the following occurrences:

   a. The correction of a clerical error;

b. The acceptance of reduced fees pursuant to requirements established under Medi-Cal, Medicare and Worker's Compensation laws, as amended from time to time;

c. The grant of an exemption pursuant to California Code Section 13957;

d. The grant of an exemption pursuant to Los Angeles Administrative Code Section 22.210.2 as amended from time to time;

e. The grant of an exemption pursuant to United States Code Section 4006, as amended from time to time;

f. The grant of an exemption pursuant to Los Angeles County Contract Number 61959;

g. The grant of an exemption for Veterans pursuant to U.S. Department of Treasury Code;

h. A reduction in transport fee as a result of a court order or settlement of litigation;

i. Any other lawful reduction or increase in the fee collected from the patient or his insurer(s), which is approved in writing by the LAFD.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
DIGITECH COMPUTER LLC

This **Business Associate Agreement** (the "Agreement"), is made as of the 5th day of February, 2026, (the "Effective Date"), by and between Digitech Computer LLC on behalf of itself and its subsidiaries and affiliates, (together "Business Associate" or "Business Associates") and the City of Los Angeles ("City"), by and through the Los Angeles Fire Department (the "Covered Entity") and collectively shall be known as the "Parties" in this Agreement. The Agreement is intended to satisfy the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") privacy, security, and breach notification rules promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164, and the Health Information Technology for Economic and Clinical Health Act (hereinafter referred to as "HITECH"), each as amended from time to time (and collectively hereinafter referred to as "HIPAA Rules"), and to ensure compliance with applicable state and local confidentiality and breach notification laws, including and without limitation California law, to the extent not preempted and more stringent than the HIPAA Rules as defined under 45 CFR 160.202.

RECITALS

WHEREAS, Business Associate will perform Services for and on behalf of the Covered Entity involving the processing of Protected Health Information as further described in Annex A (Description of Services) attached hereto and incorporated by reference into this Agreement;

WHEREAS, Covered Entity and Business Associate may have entered into a primary contract (the "Contract") under which Business Associate performs Services involving the creation, receipt, maintenance, or transmission of Protected Health Information on behalf of Covered Entity, or, where no such Contract exists, this Agreement shall govern those Services as a standalone Business Associate Agreement between the Parties;

WHEREAS, the Parties acknowledge that such Protected Health Information is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), and their implementing regulations at 45 C.F.R. Parts 160 and 164;

WHEREAS, HIPAA requires that Covered Entity obtain satisfactory assurances that Business Associate will appropriately safeguard Protected Health Information and comply with all applicable privacy, security, and breach notification requirements; and

WHEREAS, the Parties intend this Agreement to satisfy the written-contract requirements set forth in 45 C.F.R. §164.502(e) and §164.504(e), and to ensure that Business Associate provides the same level of protection of Protected Health

Information as is required of Covered Entity under HIPAA and HITECH.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms of the Agreement as follows:

A. DEFINITIONS.

Terms not otherwise defined herein shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), its implementing regulations at 45 C.F.R. Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), as amended from time to time.

1. Administrative Data

"Administrative Data" means information created, received, or maintained for internal operational, logistical, or support purposes—such as system configurations, scheduling data, staffing records, budgeting materials, or internal communications—that is not used, in whole or in part, to make decisions about an individual and therefore does not form part of the Designated Record Set (DRS) as defined in 45 C.F.R. § 164.501, unless expressly identified otherwise in Annex B (Data Processing Activities). Nothing in this definition shall be construed to remove any information from the scope of Protected Health Information or Business Associate's obligations under this Agreement.

2. Breach

"Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under Subpart E of 45 C.F.R. Part 164, which compromises the security or privacy of such Protected Health Information, subject to the exceptions and exclusions in 45 C.F.R. § 164.402.

3. Business Associate

"Business Associate" or "BA" shall have the meaning given in 45 C.F.R. § 160.103 and refers to Digitech Computer LLC, its agents, and subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Covered Entity.

4. Contract

"Contract" means Los Angeles City Contract No. C-118005, if any, between the City of Los Angeles (City) and Digitech Computer LLC acting as Business Associate, under which the Parties may agree to certain commercial or operational terms. The Contract is separate and distinct from this Agreement and does not modify or limit Business

Associate's obligations under this Agreement with respect to Protected Health Information.

5. Covered Entity (CE)

"Covered Entity" or "CE" means the Los Angeles Fire Department, a Health Care Component (see "HCC") of the City of Los Angeles, which may operate as a Hybrid Entity as defined in 45 C.F.R. § 164.103 and as defined in this Agreement.

6. Designated Record Set (DRS)

"Designated Record Set" means a group of records maintained by or for Covered Entity that are:

(i) medical records and billing records about individuals maintained by or for a covered health care provider;

(ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; and

(iii) other records used, in whole or in part, by or for Covered Entity to make decisions about individuals, as defined in 45 C.F.R. § 164.501.

For purposes of this definition, "record" includes any item or grouping of information containing Protected Health Information that is maintained, collected, used, or disseminated by or for Covered Entity.

7. De-Identified Information

"De-Identified Information" means health information that has been de-identified in accordance with 45 C.F.R. § 164.502(d) and the standards and implementation specifications set forth in 45 C.F.R. § 164.514(a)–(b). All documentation supporting de-identification shall comply with the requirements in Section E.4 (De-Identified Information) and any additional specifications in Annex B (Data Processing Activities).

8. Health Care Component (HCC)

"Health Care Component" or "HCC" means those portions of a Hybrid Entity that perform covered functions under HIPAA. The LAFD has been designated as a Health Care Component of the City of Los Angeles pursuant to Los Angeles City Council actions (Council File No. 10-1181, July 30, 2010, as modified by Council File No. R3-0240, August 16, 2013).

9. **HIPAA**

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, including all amendments and implementing regulations at 45 C.F.R. Parts 160, 162, and 164.

10. **HITECH Act ("HITECH")**

"HITECH Act" or "HITECH" means the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, including all implementing regulations, guidance, and compliance dates.

11. **Hybrid Entity**

"Hybrid Entity" means, for purposes of this Agreement, the City of Los Angeles, a single legal municipal entity that performs both HIPAA-covered and non-covered functions and has designated certain components, including the LAFD, as Health Care Components in accordance with 45 C.F.R. § 164.103.

12. **Individual**

"Individual" means the person who is the subject of Protected Health Information, as defined in 45 C.F.R. § 160.103, and includes a Personal Representative authorized under 45 C.F.R. § 164.502(g).

13. **Metadata**

"Metadata" means information that describes, explains, or records the characteristics, structure, context, or management of other data, including but not limited to timestamps, audit trails, geolocation data, device identifiers, user credentials, or system-generated attributes.

Metadata may constitute Protected Health Information if it identifies or could reasonably be used to identify an individual or if it relates to an individual's past, present, or future physical or mental health condition, health care, or payment for care, consistent with 45 C.F.R. § 160.103.

Where metadata forms part of the Designated Record Set (DRS) or is otherwise linked to identifiable Protected Health Information, it shall be treated and safeguarded as Protected Health Information under this Agreement.

14. Protected Health Information ("PHI")

"Protected Health Information" or "PHI" has the meaning set forth in 45 C.F.R. § 160.103 and refers to individually identifiable health information transmitted or maintained in any form or medium by or on behalf of the Covered Entity.

15. Required by Law

"Required by Law" means a mandate contained in law that compels a use or disclosure of PHI consistent with 45 C.F.R. § 164.512(a).

16. Security Incident

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, including but not limited to breaches of unsecured Protected Health Information, as defined in 45 C.F.R. §164.304 and §164.402. Security Incident does not require include unsuccessful attempts such as pings, port scans, or unsuccessful log-in attempts. All reporting shall follow Annex C (Security Incident and Breach Information Annex).

17. Secretary

"Secretary" means the Secretary of the U.S. Department of Health and Human Services (HHS) or their authorized designee.

18. Subcontractor

For purposes of this Agreement only, "Subcontractor" means any person or entity to whom Business Associate delegates a function, activity, or Service involving the creation, receipt, maintenance, or transmission of PHI on behalf of Business Associate, as defined in 45 C.F.R. § 160.103.

19. **AI System**

"AI System" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. AI System-related data activities involving PHI are governed by Annex D (Artificial Intelligence ("AI") System and Automated Processing) Annex.

20. **Services**

"Services" means the activities, deliverables, and functions performed by Business Associates for and on behalf of Covered Entity that involve the creation, receipt, maintenance, processing, or transmission of Protected Health Information, as described in Annex A (Description of Services) and any related data-processing or support activities identified in Annex B (Data Processing Activities).

B. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION IN CONNECTION WITH SERVICES.

In connection with the Services provided by Business Associate to or on behalf of Covered Entity, as described in Annex A (Description of Services), Covered Entity may disclose to Business Associate certain Protected Health Information necessary for Business Associate to perform such Services. Business Associate shall use and disclose Protected Health Information solely for the purposes described in Annex A and only as permitted by this Agreement, the HIPAA Privacy, Security, and Breach Notification Rules (45 C.F.R. Parts 160 and 164) and applicable law.

Business Associate shall comply with all applicable provisions of HIPAA, the HITECH Act, and their implementing regulations, as amended from time to time, including assuming all responsibilities and liabilities applicable to business associates under 45 C.F.R. Parts 160 and 164, for the duration of this Agreement.

C. RELATIONSHIP OF THE PARTIES; AGENCY.

The parties acknowledge and agree that Business Associate is an independent contractor and **not** an agent, partner, joint venture, or employee of the Covered Entity for purposes of state and municipal law. Nothing in this Agreement shall be construed to create any employment, agency, or fiduciary relationship between the Parties for purposes of state or federal law. Notwithstanding the foregoing, Business Associate recognizes that, exclusively for purposes of HIPAA Privacy and Security Rules and consistent with 45 C.F.R. §160.103 and §164.502(e)(1)(ii), Business Associate, its agents or subcontractors, may be considered to be acting "on behalf of" Covered Entity

when performing functions or activities involving Protected Health Information which shall not be construed to alter their independent-contractor status. In such circumstances, Business Associate and its agents or subcontractors shall be subject to all HIPAA obligations and restrictions applicable to Covered Entity with respect to that Protected Health Information. Business Associate shall not represent itself as an agent of Covered Entity in any other context and shall have no authority to bind Covered Entity to any contract, covenant, or obligation except as expressly authorized in writing by Covered Entity. Business Associate shall remain fully responsible for the acts, omissions, and defaults of its agents or subcontractors to the same extent as if such acts or omissions were those of Business Associate itself.

D. RIGHTS AND OBLIGATIONS OF COVERED ENTITY.

1. Notice of Privacy Practices. Covered Entity shall notify Business Associate, in writing and without unreasonable delay, of any limitation in Covered Entity's Notice of Privacy Practices (45 C.F.R. §164.520) that may affect Business Associate's permitted uses or disclosures of Protected Health Information.

2. Individual Authorization. Covered Entity shall promptly inform Business Associate of any change in, or revocation of, an individual's authorization to use or disclose Protected Health Information, to the extent such change affects Business Associate's permitted activities.

3. Restriction on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information agreed to by Covered Entity under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure.

4. Permissible Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would be impermissible under HIPAA, the HITECH Act, and their implementing regulations, including 45 C.F.R. §164.504(e)(2)(i).

5. Determination of Suspected or Confirmed Incident or Breach and Information Cooperation. Covered Entity shall make the final determination as to whether any reported use or disclosure of Protected Health Information by Business Associate constitutes an incident or a suspected or confirmed breach of unsecured Protected Health Information within the meaning of 45 C.F.R. §164.402 and shall determine the need for notification under 45 C.F.R. §164.404, §164.406 and §164.408. Business Associate shall, upon Covered Entity's request, provide all information necessary for Covered Entity to make such determination, including, but not limited to:

- a description of the incident, suspected or confirmed breach and the discovery timeline;
- the categories and approximate volume of Protected Health Information involved;
- mitigation and containment steps taken; and
- copies of any forensic, investigative, or incident-response reports.

All suspected or confirmed incident or breach details and supporting documentation shall be submitted in accordance with Annex C (Security Incident and Breach Information Annex), which is incorporated herein by reference and forms an integral part of this Agreement. Business Associate shall provide this information without unreasonable delay and in no event later than five (5) business days following Covered Entity's written request. Business Associate shall continue to supplement the information as new facts become known.

6. Covered Entity Rights. Covered Entity reserves the right to monitor Business Associate's compliance with this Agreement, to request evidence of safeguards, to audit relevant records, to require remediation of identified discrepancies, or to require additional documentation to support Covered Entity's analysis for regulatory reporting.

E. OBLIGATIONS OF BUSINESS ASSOCIATE.

Business Associate's obligations under this section are in addition to, and not in limitation of, Business Associate's notification under 45 C.F.R. §164.410 (Notification by a Business Associate).

Business Associate agrees to comply with applicable federal and state privacy and security laws, specifically the provisions of the HIPAA Administrative Simplification to the extent applicable to business associates. Business Associate shall ensure that these obligations are included in all downstream agreements in accordance with 45 C.F.R. 164.504(e)(2)(ii)(D).

1. Use and Disclosure of Protected Health Information.
Business Associate shall use or disclose Protected Health Information only as necessary to perform the Services described in Annex A (Description of Services), or as Required by Law, and only to the extent such use or disclosure is permitted by this Agreement and the HIPAA privacy and security rules (45 CFR Parts 160 and 164).

Business Associate shall not use or disclose Protected Health Information in any manner that would be impermissible if done by the Covered Entity, and shall implement appropriate administrative, physical, and technical

safeguards to prevent such use or disclosure as required by 45 C.F.R. §164.504(e)(2)(ii)(B).

Without limiting the foregoing, Business Associate agrees that it shall not:

(a) Use Protected Health Information for marketing, product development, profiling, or any commercial purpose other than as authorized in writing by Covered Entity, in accordance with 45 C.F.R. §164.502(a)(5)(ii);

(b) Sell, externally disclose, put in secondary use, or de-identify, unless de-identification complies with §45 C.F.R. 164.514, Protected Health Information without express written authorization by Covered Entity's legal counsel or an administrative representative;

(c) Use Protected Health Information for machine learning, artificial intelligence training, algorithmic modeling, or similar automated processing activities or purposes except as expressly authorized in writing by Covered Entity's legal counsel or an administrative representative and in accordance with Annex D (Artificial Intelligence (System) and Automated Processing), which is incorporated herein by reference; and

(d) Disclose Protected Health Information to any third party other than as necessary to perform the Services under this Agreement (and as summarized in Annex A) and only after obtaining written assurances that such third party will (i) maintain confidentiality and security of Protected Health Information in accordance with this Agreement and the HIPAA Rules, and (ii) report to Business Associate, without unreasonable delay after discovery, any actual or suspected breach of unsecured Protected Health Information, unauthorized use or disclosure of Protected Health Information, or Security Incident so that Business Associate can meet its own notification and mitigation obligations under the HIPAA Breach Notification Rules (45 C.F.R. §§164-400-414) and this Agreement.

(e) Use Protected Health Information for any a purpose other than its own proper management and administration of Protected Health Information or to carry out its legal responsibilities only to the extent permitted by 45 C.F.R. §164.504(e)(4), and only if Business Associate obtains reasonable assurances that any recipients will maintain Protected Health Information confidentially and notify Business Associate of any breach or violation as set forth in this Section.

2. Suspected or Confirmed Security Incident or Breach Notification.
(a) Prompt Notice of Impermissible Use or Disclosure. Business Associate shall report to the Covered Entity any suspected or confirmed Security Incident or Breach of unsecured Protected Health Information without unreasonable delay and no later than seventy-two (72) hours after

discovery, as defined in 45 C.F.R. §164.402.

Business Associate's report shall be submitted in accordance with Annex C (Security Incident and Breach Information Annex) and shall include, at a minimum, the information described therein. Business Associate shall supplement its report promptly as additional facts become known and shall cooperate fully with Covered Entity's investigation and mitigation activities. Covered Entity retains sole authority to determine whether any incident constitutes a reportable breach under 45 C.F.R. §164.402, applying the four-factor risk assessment criteria in §164.402(2)(i)-(iv), and whether notification under §164.404-410 are required.

(b) Cooperation and Determination Breach. Business Associate acknowledges that Covered Entity is solely responsible for determining whether a reportable "breach" of unsecured Protected Health Information has occurred within the meaning of 45 C.F.R. §164.402 and for performing all required notifications under §§164.404, 164.406, and 164.408. Business Associate shall cooperate fully with Covered Entity's investigation, provide requested documentation, and implement reasonable mitigation measures at Business Associate's sole cost.

(c) Compliance with 45 C.F.R. §164.410 – Notification by a business associate. Business Associate shall comply with the breach-notification obligations applicable to business associates under 45 C.F.R. §164.410, including providing notification of a discovered breach no later than sixty (60) calendar days and maintaining written policies and records of all breach-related activities for at least six (6) years as required by §164.530(j)(2). Nothing in this subsection shall be interpreted to require Business Associate to provide notice directly to individuals or regulators unless Covered Entity directs otherwise in writing.

(d) Relationship Reminder. Business Associate performs the Services as an independent contractor to Covered Entity. The Parties' relationship is governed by Section C "Relationship of the Parties; Agency" clause. This paragraph is included for reference only and does not alter that relationship.

3. Data Aggregation.

(a) Limitation on Use.

Business Associate shall not use or disclose Protected Health Information for data aggregation, analytics, benchmarking, or any other combined-dataset activity involving Protected Health Information received from multiple Covered Entities, unless expressly authorized in advance and in

writing by Covered Entity in accordance with 45 C.F.R. § 164.504(e)(2)(i)(B).

(b) Authorized Aggregation.

If Covered Entity provides written authorization for data aggregation, such use shall be limited exclusively to health-care operations, payment, or quality-improvement activities permitted under 45 C.F.R. § 164.506(c) and § 164.501, and shall remain subject to all applicable restrictions of this Agreement, including data-minimization, role-based access, and safeguard requirements under 45 C.F.R. §§ 164.308, 164.310, and 164.312.

(c) Prohibition on Secondary Use.

Business Associate shall not:

1. Combine or compare Covered Entity's Protected Health Information with Protected Health Information received from any other Covered Entity or client for marketing, product development, AI training, or other non-authorized purposes;
2. De-identify Covered Entity's Protected Health Information for independent commercial use under 45 C.F.R. § 164.514(b) without Covered Entity's prior written consent; or
3. Claim, assert or acquire any ownership, license, proprietary, or derivative rights in any aggregated or De-Identified Information created from or derived from Covered Entity's Protected Health Information, nor shall Business Associate use such information for any secondary, commercial, analytical, or model development purpose not covered in this Section and without Covered Entity's prior written authorization.

(d) Safeguards and Reporting.

Business Associate shall maintain segregated environments for Protected Health Information from each Covered Entity, implement technical and administrative controls to prevent cross-contamination of datasets, and promptly notify Covered Entity of any unauthorized aggregation, analysis, or commingling of Covered Entity's Protected Health Information.

(e) Ownership and Control.

All Protected Health Information, whether individually or as part of an aggregated dataset, remains the sole property and in control of Covered Entity. Business Associate acquires no rights in Protected Health Information other than those necessary to perform Services and for duration of term of this Agreement. Any aggregated information created under Covered Entity's written authorization shall be deemed Covered

Entity's confidential information and subject to the same protections as Protected Health Information under this Agreement.

4. De-identified Information.

(a) Business Associate may create, use, or disclose de-identified health information only if:

1. Written Authorization. Such use or disclosure is fully disclosed to and expressly authorized in writing by the Covered Entity, which may grant or withhold authorization in its sole discretion;
2. Regulatory Compliance. The de-identification is performed in strict compliance with 45 C.F.R. § 164.502(d) and meets the standards and implementation specifications for de-identification under 45 C.F.R. § 164.514(a) and (b); and
3. Methodology Disclosure. Business Associate shall document the de-identification process used, including whether the Expert Determination or Safe Harbor method was applied, and shall provide Covered Entity with a written summary of the techniques, tools, or statistical methods used to achieve de-identification, as required under § 164.514(b).
4. Limitations on Use. Business Associate shall not use or disclose any de-identified information for secondary or commercial purposes (including data analytics, AI model training, or research) without Covered Entity's prior written approval and shall not attempt or permit any re-identification of such information.

5. Safeguards. Business Associate shall maintain appropriate safeguards to ensure that Protected Health Information is not used or disclosed other than as permitted by this Agreement or as Required by Law. Business Associate shall implement the administrative, physical, and technical safeguards required by 45 C.F.R. §§ 164.308, 164.310, and 164.312, as applicable, to reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI ("ePHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity.

Such safeguards shall include, at a minimum:

- Encryption of ePHI at rest and in transit consistent with NIST FIPS 140-2 validated cryptographic standards;
- Maintenance of written policies and procedures for access control, audit logging, user authentication, and system monitoring; and
- Integration of incident response and breach notification coordination with Covered Entity in accordance with Section E.13 (Incident Response).

Business Associate shall, on an annual basis or upon reasonable request, provide Covered Entity with (i) a copy or executive summary of its most recent security risk analysis conducted pursuant to 45 C.F.R. § 164.308(a)(1)(ii)(A), and (ii) its corresponding risk management or remediation plan addressing identified vulnerabilities.

6. Minimum Necessary.

Business Associate shall ensure that all uses, disclosures, and requests for Protected Health Information are limited to the minimum necessary to accomplish the intended purpose, in accordance with 45 C.F.R. § 164.514(d).

To operationalize this requirement, Business Associate shall:

- Implement role-based access controls (RBAC) limiting access to Protected Health Information solely to personnel whose job functions require such access, as documented in written access control matrices;
- Establish tiered access permissions that differentiate between classes of users (e.g., billing, customer support, technical operations) to prevent overexposure of Protected Health Information;
- Periodically review and validate user access rights (at least annually or upon role changes) to ensure compliance with the minimum necessary standard; and
- Configure systems to limit query, view, and export functions to the minimum data elements necessary for each authorized task or transaction.

Business Associate shall document and make available to Covered Entity, upon reasonable request, its policies and procedures demonstrating adherence to this principle and the technical and administrative controls used to enforce it.

7. Disclosure to Agents and Subcontractors.

If Business Associate discloses Protected Health Information to any agent or subcontractor, Business Associate shall require that such agent or subcontractor agree in writing to the same restrictions, conditions, and safeguards that apply to Business Associate under this Agreement and in compliance with 45 C.F.R. § 164.502(e) and § 164.308(b).

Business Associate shall:

- Disclose in writing to Covered Entity all subcontractors that will create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate;

- Maintain and, upon request, provide Covered Entity with a current list of all subcontractors or agents that handle Protected Health Information;
- Ensure each subcontractor implements reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of Protected Health Information; and
- Make such subcontractors available for audit or inspection by Covered Entity upon reasonable notice.

Business Associate shall remain fully liable for any acts, omissions, or failures of its agents or subcontractors as if they were Business Associate's own.

8. Individual Rights Regarding Designated Record Sets.

If Business Associate maintains a Designated Record Set on behalf of Covered Entity, it shall support Covered Entity in fulfilling individuals' rights of access under 45 C.F.R. § 164.524 as follows:

(a) Access and Copies of Protected Health Information.

If Business Associate receives a direct request from an individual for access to or a copy of their Protected Health Information, Business Associate shall forward such request to Covered Entity within ten (10) calendar days of receipt to allow Covered Entity to comply with the 30-day response period under 45 C.F.R. § 164.524(b)(2).

Business Associate shall promptly assist Covered Entity in providing access in the requested form or format, if readily producible, or in an agreed-upon summary format, and shall provide all relevant Protected Health Information necessary for Covered Entity's timely response.

Any reasonable, cost-based fees shall be administered in accordance with Covered Entity's established HIPAA policies.

(b) Amendment of Protected Health Information.

If Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate shall make such records available to Covered Entity for amendment in accordance with 45 C.F.R. § 164.526.

Upon receipt of a request for amendment, Business Associate shall notify Covered Entity within ten (10) calendar days and implement any approved amendment or link to the amendment statement as directed by Covered Entity.

(c) Accounting of Disclosures.

Business Associate shall maintain documentation of disclosures of Protected Health Information sufficient to enable Covered Entity to provide an accounting of disclosures under 45 C.F.R. § 164.528, including the date, purpose, and recipient of each disclosure not otherwise exempt.

Business Associate shall provide such documentation to Covered Entity within ten (10) calendar days of Covered Entity's request to allow Covered Entity to meet the 60-day response period required by the HIPAA Rule.

The accounting shall cover disclosures made in the six (6) years preceding the request (excluding those prior to the HIPAA compliance date).

The first accounting requested by an individual within any twelve-month period shall be provided at no cost; subsequent requests may incur a reasonable, cost-based fee, provided Covered Entity is notified in advance and given an opportunity to withdraw or modify the request.

(d) Cooperation and Documentation.

Business Associate shall maintain and make available to Covered Entity, upon request, all policies, logs, and procedures used to comply with this Section 8 and shall cooperate fully to ensure Covered Entity's timely and compliant response to individual rights requests.

9. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of Protected Health Information, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

10. Notice of Privacy Practices. Business Associate shall comply with the limitations set forth in Covered Entity's current Notice of Privacy Practices ("NPP"). Any changes to the NPP that affect Business Associate's permitted uses or disclosures of Protected Health Information shall apply only after Business Associate receives written notice of such changes. Uses or disclosures made in good-faith reliance on a prior NPP before receipt of the amended notice shall not constitute a breach of this Agreement.

11. Withdrawal of Authorization. If Business Associate's use or disclosure of Protected Health Information is based on an Individual's authorization and Business Associate receives notice that such authorization has been revoked, has expired, or is otherwise invalid, Business Associate shall immediately cease all use and disclosure of the affected Protected Health Information, except to the extent such actions were taken in good-faith reliance on a valid authorization prior to notice, or where an express HIPAA exception applies.

12. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

13. Security Incident.

(a) Definition and Distinction.

For purposes of this Agreement:

- A "Security Incident" has the meaning set forth in 45 C.F.R. § 164.304 — the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations, involving electronic Protected Health Information.
- A "Breach" has the meaning set forth in 45 C.F.R. § 164.402, as reflected in the Definitions section of this Agreement, and triggers the notification obligations under 45 C.F.R. § 164.410.

(b) Incident Response Procedures.

Business Associate shall maintain and follow written incident detection, response, and documentation procedures designed to identify, contain, and remediate Security Incidents involving Protected Health Information or ePHI.

(c) Reporting Obligations.

1. Business Associate shall report any suspected or confirmed Security Incident to Covered Entity without unreasonable delay and no later than twenty-four (24) hours after discovery.
2. The initial notice shall include, to the extent known:

(i) the nature and scope of the incident;

(ii) the date and time of discovery;

(iii) systems and data elements involved;

(iv) estimated volume of records affected;

(v) containment and mitigation measures taken; and

(vi) contact information for Business Associate's incident lead.

3. Business Associate shall provide a follow-up written report within five (5) business days containing a root cause analysis, corrective action plan, and evidence of containment and recovery activities.

(d) Cooperation and Preservation.

Business Associate shall:

- Cooperate fully with Covered Entity, its designees, and law enforcement in any investigation or mitigation efforts;
- Preserve all relevant logs, records, and evidence for a minimum of six (6) years from the date of discovery; and
- Refrain from making public statements regarding the incident without Covered Entity's prior written approval.

(e) Breach Notification.

If Business Associate determines that a Security Incident constitutes a Breach of Unsecured Protected Health Information under 45 C.F.R. § 164.410, Business Associate shall provide Covered Entity with a written breach notification meeting the content and timing requirements of the HIPAA Breach Notification Rule.

(f) Continuous Improvement.

Following any incident or breach, Business Associate shall update its incident response plan and implement appropriate corrective and preventive measures to reduce the likelihood of recurrence and shall provide Covered Entity with documentation of such actions upon request.

F. TERM AND TERMINATION.

1. Term. The Term of this Agreement shall be effective as of the Effective Date of the Contract, 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 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.

2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

   (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

   (b) Immediately terminate this Agreement and the Contract if Business Associate has breached a material term of this Agreement and cure is not possible; or

   (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Effect of Termination.

   (a) Return or Destruction of Protected Health Information.

   Upon termination or expiration of this Agreement, for any reason, Business Associate shall immediately cease all use and disclosure of Protected Health Information received from, or created or maintained on behalf of, Covered Entity. Unless otherwise agreed based on technical feasibility, Business Associate shall, within thirty (30) days, return or securely destroy all such Protected Health Information, including all copies, extracts, or derivative data, in any form or medium, whether maintained by Business Associate or any of its agents or subcontractors.

   Business Associate shall confirm completion of return or destruction to Covered Entity in writing, specifying:

   - The date and method of destruction or return;
   - The type and volume of Protected Health Information destroyed or returned; and
   - The authorized individual who supervised the process.

No copies of Protected Health Information shall be retained by Business Associate, its agents or subcontractors, except as expressly provided in subsection (b).

(b) Infeasibility of Return or Destruction.

If Business Associate determines that return or destruction of Protected Health Information is infeasible, Business Associate shall, within ten (10) days of such determination, provide Covered Entity with written notice describing:

- The specific reasons why return or destruction is infeasible (e.g., legal retention obligations, backup dependencies, active litigation holds); and
- The approximate duration and scope of such infeasibility.

Upon Covered Entity's approval, Business Associate shall:

- Continue to safeguard the Protected Health Information in accordance with this Agreement and 45 C.F.R. Parts 160 and 164;
- Limit further use and disclosure to those purposes that make return or destruction infeasible; and
- Apply the same administrative, physical, and technical safeguards required under this Agreement until Protected Health Information is returned or destroyed.

(c) Bankruptcy and Cessation of Operations.

In the event Business Associate becomes insolvent, declares bankruptcy, ceases operations, or is otherwise unable to perform its obligations under this Agreement, Business Associate (or its lawful successor, trustee, or receiver) shall:

- Immediately notify Covered Entity of such event; and
- Return or securely destroy all Protected Health Information in its possession, custody, or control prior to or concurrent with cessation of operations.

No Protected Health Information may be treated as a bankruptcy estate asset, and title to all Protected Health Information remains vested exclusively in Covered Entity.

(d) Audit and Certification.

Upon Covered Entity's request, Business Associate shall certify in writing that it and its agents or subcontractors have complied with this Section, and

Covered Entity may, at its discretion, audit or inspect Business Associate's destruction or return records to verify compliance.

Business Associate's obligations under this Section, including the duty to safeguard Protected Health Information and to limit its use and disclosure, shall survive termination of this Agreement for as long as Business Associate retains Protected Health Information.

G. LIABILITY, INDEMNIFICATION, MITIGATION, AND PROPRIETARY RIGHTS.

1. Indemnification

(a) Regulatory Proceedings and Compliance Costs. For avoidance of doubt, the indemnification obligations under this Section expressly include all regulatory, administrative, and compliance-related costs that the Covered Entity reasonably incurs as a result of, or in connection with, any breach, Security Incident, or violation by Business Associates, its agents or subcontractor and excludes penalties to the extent not insurable or prohibited by law. Such indemnification amounts include, without limitation:

(i) Costs of responding to investigations, audits, inquiries, or enforcement actions by the U.S. Department of Health and Human Services, Office for Civil Rights (OCR), or any other federal or state authority;

(ii) Cost of implementing or monitoring any Corrective Action Plan (CAP), resolution agreement, or consent order imposed by OCR or any other regulatory body;

(iii) Attorneys' fees, expert, consulting, and forensic expenses incurred in responding to or defending such proceedings; and

(iv) Reasonable internal personnel costs and outside-vendor expenses associated with compliance reviews, risk analysis, documentation, and policy revisions that OCR or other regulatory require.

These costs are recoverable to the fullest extent permitted by 45 C.F.R. Part 160, Subpart D (Enforcement Rule) and applicable law, and are deemed first-party losses for purposes of indemnification and insurance coverage under this Agreement.

(b) To the extent permitted by law, Business Associate shall indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, losses, costs, fines, penalties, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, reasonable attorney's fees, defense costs, expert/forensic costs and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to:(i) Business

Associate or its agent(s)/sub-contractor(s) breach of this Agreement; (ii) any violation of HIPAA, HITECH, or other applicable privacy or cybersecurity law by Business Associate, its agents or subcontractor; any security incident or breach of unsecured PROTECTED HEALTH INFORMATION (as defined in 45 CFR 164.402), attributable to acts or omissions of Business Associate, its agents/ or subcontractor; and (iv) any failure to comply with 45 CFR §§164.308-312 or §164.504(e). This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

(c) First-Party Costs. Indemnified amounts include first-party costs reasonably incurred by the Covered Entity in responding to a Security Incident or Breach, including: investigation and forensics; containment and eradication; data restoration; legally required and Covered Entity-directed notifications; call-center services; credit monitoring/identity theft protection; mailing and printing; public relations/crisis communications; regulatory inquiries, audits, and OCR resolution/CAP implementation; and reasonable attorney's fees.

(d) Tender and Control of Defense. Upon written notice by Covered Entity of a claim subject to indemnity, Business Associate shall promptly assume the defense using counsel reasonably acceptable to Covered Entity. Covered Entity may participate at its own expense, provided however, if Covered Entity reasonably determines that a conflict of interest prevents joint representation, Business Associate shall fund separate counsel for Covered Entity that is reasonably acceptable to Business Associate. Business Associate shall not settle any claim without Covered Entity's prior written consent if the settlement: (1) imposes any non-monetary obligation on Covered Entity; (2) admits fault by Covered Entity; or (3) fails to unconditionally release Covered Entity. Covered Entity may elect to retain control of the defense with counsel of its choosing. In such event, Business Associate shall reimburse Covered Entity's reasonable defense costs for claims subject to indemnity.

(e) Subcontractor(s) and Agent(s) of Business Associate. Business Associate's obligations extend to acts and omissions of its agents or subcontractors and agent(s) to the same extent as Business Associate's own acts and omissions. Business Associate shall not assert lack of privity as a defense.

(f) No Limitation/Caps for Certain Claims. No limitation of liability (contractual or otherwise) shall apply to Business Associate's obligations under this Agreement with respect to: (i) Breach of Unsecured PROTECTED HEALTH INFORMATION or Security Incident; (ii) violation of confidentiality obligations; (iii) infringement/misappropriation of Covered Entity's IP or data; or (iv) Business Associate's gross negligence, fraud, or willful misconduct.

(g) Savings Clause. The indemnity in this Agreement shall be enforced to the maximum extent permitted by applicable law. If any portion is held

invalid, the remaining provisions shall continue in full force.

2. Set-off and Survival.

All obligations of the Parties under this Agreement, including indemnification, confidentiality, and protection of Protected Health Information, shall survive the expiration or termination of this Agreement. The indemnity obligations specifically survive termination and remain enforceable thereafter. Covered Entity may set off any undisputed indemnified amounts against fees or other sums otherwise due to Business Associate. Covered Entity also reserves the right, at its own option and expense, to participate in the defense of any claim, action, or proceeding through counsel of its choosing.

3. Mitigation and Cooperation.

(a) Business Associate's Duty to Mitigate. Business Associate shall promptly and at its sole cost mitigate damages resulting from violating this Agreement or the HIPAA Rules caused by the Business Associate or its agents or subcontractors. Mitigation includes technical remediation, operational containment, restoration of affected systems/data, and all actions necessary to reduce harm to individuals and Covered Entity.

(b) Timeliness and Standards. Mitigation shall begin without unreasonable delay and in accordance with Business Associate's written incident-response procedures and the HIPAA Breach Notification Rule (45 CFR Part 164, Subpart D – Notification in the Case of Breach of Unsecured Protected Health Information). Business Associate shall cooperate fully with Covered Entity and provide all information Covered Entity reasonably requests to complete the four-factor assessment under 45 CFR §164.402(2).

(c) Evidence Preservation. Business Associate shall preserve all potentially relevant logs, images, and records relating to any Security Incident or potential Breach for not less than six (6) years, and shall not destroy such evidence without Covered Entity's written consent.

4. Rights in Proprietary and Confidential Information

(a) Ownership. As between the parties, Covered Entity retains all rights, titles, and interests in and to the proprietary information, confidential information, and PROTECTED HEALTH INFORMATION provided to Business Associate. No rights are granted to Business Associate, its agent(s) or subcontractor(s), other than those expressly stated in this Agreement.

(b) Use Restrictions and No Analytics/AI Training. Business Associate shall not use Covered Entity's proprietary information, confidential information, or

PROTECTED HEALTH INFORMATION for its own analytics, model training, product development, or other purposes as expressly authorized in writing by Covered Entity or permitted by law.

(c) Return/Destruction. Upon Covered Entity's request or upon termination/expiration, Business Associate shall return or securely destroy all Covered Entity information, including PROTECTED HEALTH INFORMATION, and certify completion within thirty (30) days, except as retention is Required by Law or a court order (in which case Business Associate shall continue to protect such information in accordance with this Agreement).

(d) Injunctive Relief. Business Associate acknowledges that unauthorized use or disclosure of Covered Entity's proprietary information, confidential information, or Protected Health Information may cause irreparable harm for which monetary damages are inadequate. Covered Entity is therefore entitled to injunctive or equitable relief without posting bond in addition to all other remedies.

(e) Covered Entity's Limitation of Liability. Except for Covered Entity's gross negligence, willful misconduct, or breach of payment obligations, Covered Entity shall have no liability to Business Associate for consequential, incidental, special, punitive, or indirect damages, loss of profits, or loss of data, whether in contract, tort, or otherwise, even if advised of the possibility. Nothing in this clause limits Business Associate's obligations under this Agreement.

5. Cyber Liability Insurance.

Business Associate shall, at its sole cost, maintain Cyber and Privacy Liability Insurance with limits of not less than Five Million Dollars ($5,000,000) per claim and in the aggregate. Coverage shall, at a minimum, include:

- Privacy Liability – wrongful collection, use, retention, or disclosure of Protected Health Information or other personally identifiable information ("PII");
- Network Security Liability – unauthorized access, malware, denial-of-service, data corruption, or system interruption;
- Media and Content Liability – infringement, defamation, or digital-content risks;
- Regulatory Defense and Fines – defense costs and penalties to the extent insurable by law; and
- Incident Response and Breach Expenses – forensic investigation, notification, call-center, credit-monitoring, and data-restoration costs.

The policy shall:

- Name the City of Los Angeles ("City"), its departments, officers, and employees as additional insured where available at no additional cost;
- Be primary and non-contributory to any coverage carried by the City;
- Include no exclusion for unencrypted data or for acts of subcontractors;
- Remain in effect throughout the term of this Agreement and for not less than two (2) years following termination; and
- Require the insurer to provide at least 30 days' prior written notice to the City of cancellation, non-renewal, or material modification.

Upon request, Business Associate shall provide the City with a certificate of insurance and endorsements evidencing compliance and shall cooperate with the City's risk-management and legal teams in any claim investigation or recovery.

6. Survival. The rights and obligations of the Parties under this Agreement, including those relating to the protection, return, or destruction of Protected Health Information, and any other provisions which by their nature should survive, shall survive the termination or expiration of this Agreement. Specifically, Business Associate's obligations with respect to the protection, use, disclosure, and retention of Covered Entity's Protected Health Information shall survive termination of this Agreement for as long as Business Associate retains any of such Protected Health Information and, in any event, for no less than six (6) years, consistent with 45 C.F.R. § 164.530(j)(2).

7. Retention. This Agreement shall remain in effect for (i) the duration of Contract, if one exists between the Parties; or (ii) if no Contract exists, for the duration of the Services performed under this Agreement; and in either case, until all Protected Health Information created or received under this Agreement is returned to or destroyed at the direction of the Covered Entity, in accordance with 45 C.F.R. § 164.504(e)(2)(J).

8. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representatives as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity (for Breach Notification):

Drew Steinberg, Public Safety Risk Manager (HIPAA Privacy Officer)
Los Angeles Fire Department
Risk Management Section
201 N. Figueroa St., 12th Floor
Los Angeles, CA 90012
(213) 202-9880

If to Covered Entity LAFD (For all other Matters)

Jaime E. Moore, Fire Chief
Los Angeles Fire Department
200 N. Main St., Room 1800
Los Angeles, California 90012
(213) 978-3800
(213) 978-3814 Fax

And:

Emilio Rodriguez, Fire Administrator
Los Angeles Fire Department
200 N. Main St., Room 1630
Los Angeles, California 90012
(213) 978-3731
(213) 978-3414 Fax

And:

If to Business Associate:

Walter C. Pickett II, Chief Executive Officer
Digitech Computer LLC
480 Bedford Road, Suite C-202
Chappaqua, New York 10514
Tel: (914) 741-1919
Fax: (914) 741-2818

With a copy to:

Michael Brook, Senior Vice President
Digitech Computer LLC
480 Bedford Road, Suite C-202
Chappaqua, New York 10514
Tel: (510) 904-5713

And:

compliance@digitechcomputer.com

H. MISCELLANEOUS.

1. Amendment and Compliance.

The Parties shall amend this Agreement as necessary to comply with the HIPAA Rules, the HITECH Act, and any other applicable law or regulation. Any modification must be in writing and signed by duly authorized representatives of both Parties.

2. Duration and Survival.

This Agreement remains in effect for the duration of the underlying Contract or MOU and continues thereafter for so long as Business Associate retains any Protected Health Information on behalf of Covered Entity. All obligations relating to the use, protection, disclosure, retention, and destruction of Protected Health Information survive termination until such Protected Health Information is securely destroyed in accordance with 45 C.F.R. §§ 164.504(e)(2)(J) and 164.530(j)(2).

3. Entire Agreement and Modification.

This Agreement, together with the underlying Contract, constitutes the entire agreement between the Parties regarding Protected Health Information. It supersedes all prior discussions or representations, oral or written. Any amendment or waiver must be in writing and executed by both Parties.

4. Governing Law.

Except to the extent pre-empted by federal law including HIPAA Rules, this Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of California, consistent with the governing-law clause of the underlying Contract.

5. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the

contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any City department or office in a manner consistent with the HIPAA Rules. Assignments made in violation of this provision are null and void.

6. Nature of the Agreement and Relationship of the Parties.

Nothing in this Agreement shall be construed to create (i) a partnership, joint venture, fiduciary, or employment relationship other joint business relationship between the Parties or any of their affiliates.

7. No Waiver.

Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

8. Equitable Relief.

Any disclosure of misappropriation of Protected Health Information by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

9. Severability.

The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

10. No Third Party Beneficiaries.

Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing

any obligations on either Party hereto to persons not a party to this Agreement.

11. Headings.

The descriptive headings of the articles, sections, subsections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

12. Inconsistencies.

Any inconsistency between this Agreement's provisions and the HIPAA Rules, including all amendments, as interpreted by HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of HHS, the court, or the regulatory agency. Any provisions of this Agreement that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this Agreement.

13. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

[SIGNATURE PAGE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

The signatory below has no personal, financial, beneficial, or familial interest in the contract.

By: Jaime E. Moore
JAIME E. MOORE
Los Angeles Fire Department
Fire Chief

Date: 1/28/2026

DIGITECH COMPUTER LLC,
A Delaware corporation

By: Walter C. Pickett II
WALTER C. PICKET II
Chief Executive Officer

Date: 01/26/2026

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By:
BENJAMIN BENHAN
Deputy City Attorney

Date: 5/21/2026

ATTEST:
PATRICE Y. LATTIMORE, City Clerk

By: Michael Valdivia
Michael Valdivia (Feb 5, 2026 13:50:46 PST)
Deputy City Clerk

Date: Feb 5, 2026

Agreement Number: C-204124

Annex A – Description of Services

(Attachment A to the Business Associate Agreement ("Agreement") between the City of Los Angeles by and through Los Angeles Fire Department ("Covered Entity" or "CE") and Digitech Computer LLC ("Business Associate").

A.1. **General Information**

Field	Information to be completed by Business Associate
Business Associate Legal Name	**Digitech Computer LLC**
Primary Contact (Name / Title)	**Walter C. Pickett II, CEO**
Email / Phone	**(914) 741-1919**
Business Address / Principal Office	**480 Bedford Rd., Ste. C-202, Chappaqua, New York 10514**
Effective Date of Services	**October 1, 2020**
City Department(s) Receiving Services	**Fire**
Related Contract / MOU Reference No.	**C-118005**

A.2. **Description of Services:** Provide a concise summary of the services Business Associate will perform on behalf of the City that involve access to, or the handling of, Protected Health Information (PHI).

City Department / Program	Description of Services Provided	Intended Purpose (e.g., Treatment, Payment, Operations)
Los Angeles Fire Department	Emergency Medical Services System (EMSS)	Payment

(Note: Detailed data processing activities—including PHI elements, systems, and subcontractors—are documented in Annex B.)

A.3. **Key Deliverables:** List or describe deliverables to be produced under these services (e.g., billing reports, claims extracts, analytics summaries, audit logs, incident notifications).

Deliverable	Output Format	Frequency Recipient within City
As defined in Agreement No. C-118005 and any subsequent amendments	As defined in Agreement No. C-118005 and any subsequent amendments	As defined in Agreement No. C-118005 and any subsequent amendments

A.4. **Authorized Personnel:** Identify key individuals responsible for program delivery and compliance.

Role / Function	Name/Title/Email/Phone/Contact Info.

Account Director	Sally McCabe, Senior Director Client Relations, smaccabe@digitechcomputer.com, 917-565-2131
Account Manager	Shantell Terranova, Client Relations Manager, sterranova@digitechcomputer.com, 951-452-6476
Account Executive	Michael Brook, Senior Vice President Client Relations, mbrook@digitechcomputer.com, 415-505-8545
Head of Compliance	Amanda Stark, Head of Compliance, astark@digitechcomputer.com, 630-414-7121

A.5. **Subcontractor Overview:** Provide a list of agents or subcontracts handling PHI on behalf of Business Associate.

Subcontractor / Agent Name	Service Provided	Contact Information	Physical / Hosting Location	Access to PHI (Y/N)	Copy of Sub-Business Associate Agreement on File (Y/N)	CE Approval Date
FinThrive	Claims Clearinghouse			Y	Y	
RevSpring	Patient Statements			Y	Y	
Availity	Claims Clearinghouse			Y	Y	

A.6. **Change Management:** Business Associate shall notify CE **in writing** of any change to the services, scope, or subcontractor relationships described in this Annex A **within ten (10) business days** of such change.

Annex B – Data Processing Activities

(Attachment B to the Business Associate Agreement ("Agreement") between the City of Los Angeles by and through Los Angeles Fire Department ("Covered Entity" or "CE") and Digitech Computer LLC ("Business Associate").

B.1. **Overview:** This Annex documents the specific processing activities performed by the Business Associate on behalf of the City of Los Angeles ("Covered Entity") that involve the creation, receipt, maintenance, or transmission of PHI, as required by 45 C.F.R. § 164.504(e).

B.2. Categories of PHI Processed

☒ Demographic data ☒ Medical / clinical ☒ Claims / billing ☐ Employee occupational health ☐ Limited data set ☐ Other (specify): _____

B.3. Data Processing Inventory

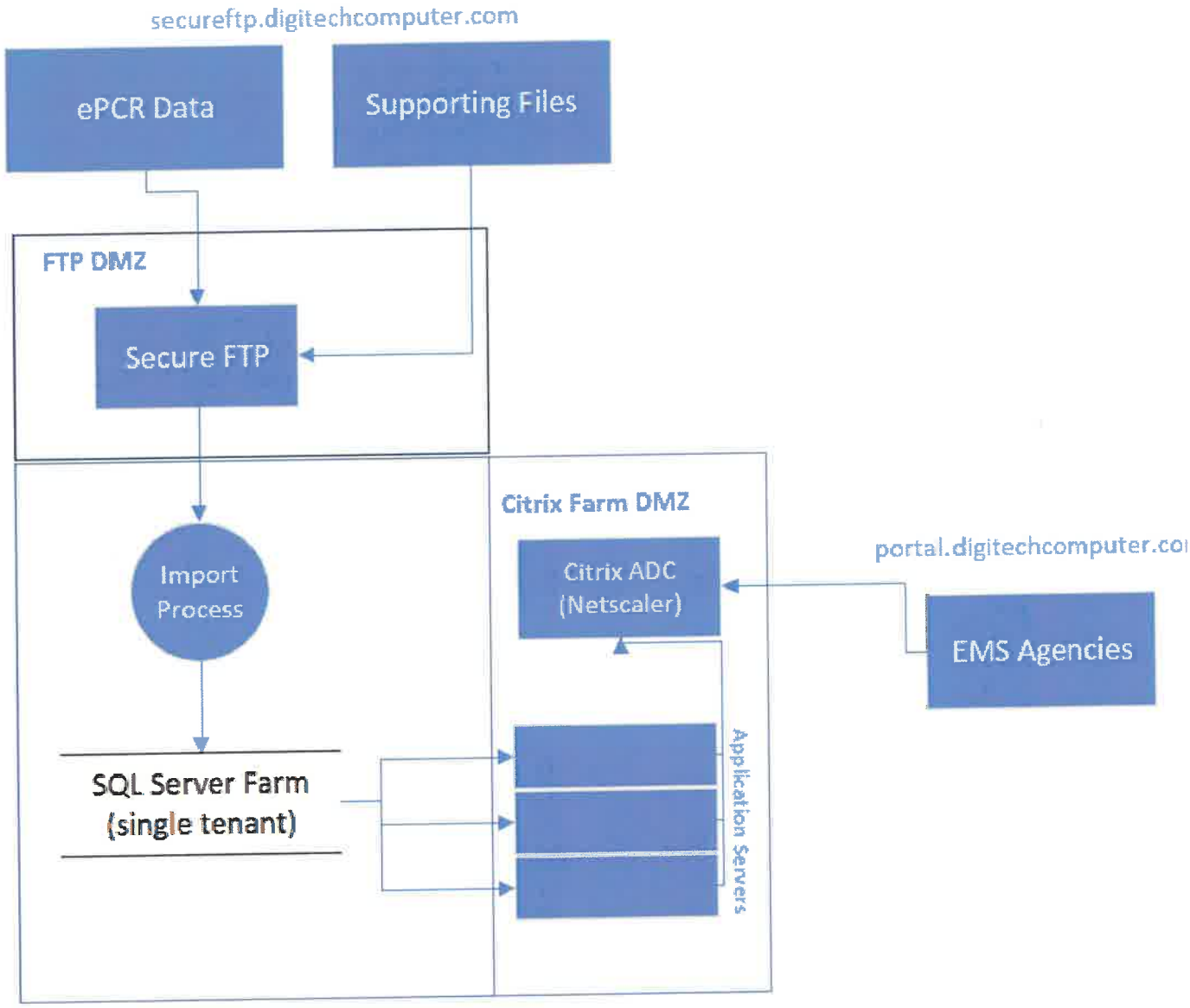
Activity/Function	Type of PHI Processed	Source of PHI (CE system or department)	Purpose of Processing	Retention Period
Patient and Insurance Billing	Patient demographics and EMS run reports	ImageTrend	To obtain payment	Per contract terms

B.4. Systems and Storage Environments

System / Application Name	Hosted By (Business Associate / Subcontractor / Cloud Provider)	Location (city/state or region)	Data Format (e.g., SQL, CSV)	Encryption at Rest (Y/N)	Encryption in Transit (Y/N)
Ambulance Commander	Digitech Computer	Hawthorne, NY	SQL Server	Y	Y
EMR Billing Platform	Digitech Computer	Pittsburgh, PA	MySQL	Y	Y

B.5. **Data Flow Summary:** Provide a general narrative or attach a diagram showing how PHI flows through your environment—from collection or receipt to storage, processing,

disclosure, and destruction.



B.6. **Safeguards Summary:** Summarize or reference your latest risk assessment.

- **Administrative Controls:** Policies, training, user access reviews
- **Physical Controls:** Facility security, media handling
- **Technical Controls:** Encryption, firewalls, MFA, logging

B.7. **Retention and Disposal**

Data Type	Retention Period	Disposal Method (e.g., shredding, cryptographic wipe)	Responsible Party
PHI & Collection data	Length of contract	Cryptographic wipe, certificate of drive destruction	Digitech Computer

B.8. **Change and Notification Obligations:** Business Associate must promptly notify Covered Entity of:

- Any addition / change of subcontractor or system involving PHI;
- Any change in storage location or data flow; or
- Any security incident as defined in 45 C.F.R. § 164.304.

B.9. **Certification:** Business Associate certifies that:

- The information in this Annex B is complete and accurate;
- All systems and subcontractors listed comply with the HIPAA Security Rule (45 C.F.R. §§ 164.308–164.312); and
- Business Associate will provide an updated Annex B within ten (10) business days of any material change.

Annex C – Security Incident and Breach Information

(Attachment C to the Business Associate Agreement (Agreement) between the City of Los Angeles by and through Los Angeles Fire Department ("Covered Entity" or "CE") and Digitech Computer LLC ("Business Associate").

C.1. **Purpose:** This Annex documents how Business Associate will detect, report, and coordinate with the City of Los Angeles ("Covered Entity") in the event of a Security Incident or Breach involving Protected Health Information (PHI) or electronic PHI (ePHI). It also serves as the template for incident notification and post-incident documentation.

C.2. Key Regulatory References

- 45 C.F.R. § 164.304 – Definition of "Security Incident."
- 45 C.F.R. § 164.308(a)(6) – Security Incident procedures (response & reporting).
- 45 C.F.R. § 164.402–410 – Breach Notification Rule requirements.

C.3. Designated Points of Contact

Role	Organization	Name / Title	Email / Phone	24/7 Contact (Y/N)
Business Associate Incident Response Lead	Business Associate	Jon Burkhart VP of IT	jburkhart@digitechcomputer.com 717 487 4984	Y
Business Associate Security Officer	Business Associate	Ben Lambert CIO Insight vCISO Services	blambert@digitechcomputer.com 914 804 9492	Y
Business Associate Privacy Officer	Business Associate	Amanda Stark/Head of Compliance	astark@digitechcomputer.com	N
CE HIPAA Privacy Officer	City of Los Angeles	Drew Steinberg, Public Safety Risk Manager (HIPAA Privacy Officer)	drew.steinberg@lacity.org (213) 202-9880	N
CE CISO / ITA Cyber Ops	City of Los Angeles	Sam Hinojosa, Chief Information Officer (LAFD)	sam.hinojosa@lacity.org (213) 978-3921	N

C.4. Reporting Obligations

Event Type	Initial Notice Due to CE	Content Required	Follow-Up Report Due
Suspected Security Incident	Within 72 hours of discovery	Description, date/time, systems/data involved, containment actions, contact person	Within 5 business days with preliminary findings
Confirmed Security Incident	Immediate (≤ 72 hours)	Expanded details, root cause in progress	Within 5 business days with root-cause analysis + corrective plan
Breach of Unsecured PHI (45 C.F.R. § 164.402)	Immediate notification (≤ 72 hours)	All data elements required under § 164.410(c): nature of PHI, individuals affected, timing, mitigation, actions taken	Comprehensive written report within 10 business days
Suspected Security Incident	Within 72 hours of discovery	Description, date/time, systems/data involved, containment actions, contact person	Within 5 business days with preliminary findings

C.5. **Incident Information Form:** *(to be completed by Business Associate and submitted with initial notice)*

Field	Information to be Provided by Business Associate
Date / Time Discovered	
Date / Time Occurred (if known)	
Detection Method (e.g., SIEM alert, user report)	
Type of Incident (e.g., ransomware, phishing, unauthorized access)	
Systems / Applications Affected	
Approx. Records Affected (# individuals)	
Containment Actions Taken	
Current Status (ongoing, contained, eradicated)	
External Parties Notified (LE, regulators, insurers)	
Evidence Preservation Steps	
Incident Lead Name / Contact	

(Attach additional pages or supporting documentation as needed.)

C.6. **Coordination and Investigation**

- Joint Response: Business Associate shall cooperate fully with CE, its designated representatives, and law enforcement in investigating and remediating any incident.
- Evidence Preservation: Business Associate must preserve logs, emails, forensic images, and related records for at least six (6) years from discovery of the incident.
- No Public Statements: Business Associate shall not make any public disclosure about the incident without CE's written consent.

C.7. **Breach Determination and Notification:** If Business Associate determines—or CE reasonably believes—that an incident constitutes a Breach of Unsecured PHI, Business Associate shall:

1. Immediately notify CE as above;
2. Provide CE with a draft notification package containing all information required by 45 C.F.R. § 164.410(c); and
3. Refrain from issuing any notifications to individuals or regulators without CE's written direction.

C.8. **Corrective Action and Lessons Learned:** Within ten (10) business days after incident closure, Business Associate shall submit to CE a written Root Cause Analysis and Corrective Action Plan, including any security control changes, training, or policy updates implemented as a result of the incident.

C.9. **Ongoing Reporting and Metrics:** Business Associate shall provide to CE, upon request:

- A summary of all Security Incidents for the preceding twelve (12) months (including near misses) related to Los Angeles Fire Department records;
- Evidence of incident response testing or tabletop exercises performed within the past year; and
- Contact updates for incident response personnel.

C.10. **Certification:** The Business Associate certifies that:

- It has established, documented, and tested incident response procedures consistent with 45 C.F.R. § 164.308(a)(6);
- All information reported herein is accurate to the best of its knowledge; and
- It will promptly update this Annex should its incident response contacts or procedures change.

Annex D – Artificial Intelligence ("AI") System and Automated Processing

(Attachment B to the Business Associate Agreement ("Agreement") between the City of Los Angeles by and through Los Angeles Fire Department ("Covered Entity") and Digitech Computer LLC ("Business Associate").

D.1. **Purpose:** This Annex documents and governs AI System, Machine Learning ("ML"), or other automated data-processing activities performed by Business Associate that exclusively involve, rely upon, or are derived from Protected Health Information entrusted by the City of Los Angeles. (To the extent AI System and Automated Processing does not involving Protected Health Information, Business Associate's general AI system activities fall outside the scope of this Agreement.)

D.2. **Key Regulatory References**

- 45 C.F.R. §§164.308-312 (security safeguards).
- 45 C.F.R. §164.514(b) (de-identification methodology), and
- Applicable state or municipal data-governance laws (e.g., California Privacy Rights Act, California AI procurement guidance).

D.3. **Definitions**

Applicable definitions describing AI System, Automated Processing, or Automated Decision Systems (ADS) are outlined in the Definition Section of the Agreement.

D.4. Disclosure of AI or Automated Processing (*to be completed by Business Associate*)
Digitech does not expose PHI to AI, or use AI to process claims

System/Tool name	Vendor/Deployer	Purpose/Use Case	PHI Input or Derived Data Used Categories	Output/Decisions Produced	Human Intervention
N/A					

D.4. **Authorized and Prohibited Uses**

Authorized uses with Covered Entity's written approval:

- Performing Covered Entity-approved treatment, payment, or health-care operations under 45 C.F.R. §164.506(c).
- Performing limited quality or operational analytics solely for Covered Entity's benefit.

Prohibited uses:

- Training, fine-tuning, or validating general-purpose, commercial, or generative AI models.
- Combining Covered Entity with other clients' data or external sources.
- Creating synthetic or de-identified data for independent use without Covered

Entity's written authorization.
- Any automated decision that affects individuals without human review or Covered Entity's oversight.

D.5. **Transparency and Documentation**

- Provide plain language description of each AI/ADS system's purpose, inputs and logic request:

N/A

- Provide documentation of de-identification methodology (Expert Determination or Safe Harbor) per 45 C.F.R. §164.514(b).

N/A

- Provide proof that you maintain internal model-risk and bias-assessment documentation, updated annually or after any material change where Covered Entity's data, including PHI, is in scope.

N/A

D.6. **Safeguard and Data Integrity**

Business Associate shall:
- Apply HIPAA Security Rule safeguards (45 C.F.R. §164.308-312) to all systems using or storing PHI.
- Encrypt PHI at rest and in transit (FIPS 140-2 or successor).
- Implement logging, access control, and audit trails for training, inference, and model-output use.
- Ensure segregation of Covered Entity PHI datasets from test or sandbox, other clients, or public data environments.
- Monitor for model drifts, data leakages, inversions, or biases and report material findings to Covered Entity.

D.7. **Subcontractors and AI Vendors**: List any third parties or vendors supporting AI or automated processing of PHI.

Subcontractor/Vendor Name	Role/Function	System or Model Used	Location/Hosting Region
N/A			

All such parties must be bound by written agreements imposing HIPAA-equivalent obligations and are subject to CE's prior written approval.

D.8. **Incident Reporting**: Any algorithmic malfunction, bias event, unauthorized access (to the data, model, test/production env., etc.), or other incident affecting PHI integrity or system behavior shall be treated as a Security Incident under Annex C and reported within the same timelines.

D.9. **Oversight and Audit**

Covered Entity may:

- Audit Business Associate's AI systems and related controls.
- Require suspension of any high-risk automated processing.
- Request copies of model documentation and validation results.

D.10. **Certification**

The Business Associate certifies that:

- All AI and automated systems handling Covered Entity data comply with HIPAA, this Agreement, and applicable laws, standards and policies.
- Covered Entity will be notified within ten (10) business days of any new or materially changed automated-processing activity.
- Human oversight (including Human-in-the-loop and Human-on-the-loop) and decision transparency, fairness, and accountability are maintained at all times.

EXHIBIT D

CONFIDENTIALITY AGREEMENT

EXHIBIT D

CONTRACTOR/EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

I understand that my employer, Digitech Computer LLC (hereinafter referred to as "Contractor") has entered into a contract with the City of Los Angeles to provide various services to the City (hereinafter referred to as the "Agreement").

Employee Acknowledgment

I understand that the "Contractor" is my sole employer for purposes of the Agreement between "Contractor" and the City of Los Angeles.

I understand and agree that I am not an employee of the City of Los Angeles for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the City of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between "Contractor" and the City of Los Angeles.

Confidentiality Agreement

As an employee of "Contractor," I may be involved with work pertaining to City services, and if so, I may have access to confidential information pertaining to persons or entities represented by the City Attorney's Office or by a designated private law firm thereby creating a confidential attorney/client relationship between the City Attorney's Office or the private law firm and its client. All personnel who perform services pursuant to the Agreement between "Contractor" and the City of Los Angeles are bound by that confidential relationship, which is set forth in the California Evidence Code, Article 3, and the California Code of Professional Responsibility. In addition, the City has a legal obligation to protect all confidential information in its possession, especially medical information and other information that is protected by the attorney/client privilege.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between "Contractor" and the City of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

Further, I understand that I am obligated to maintain the confidentiality of medical information on examinees receiving services pursuant to the Agreement between "Contractor" and the City of Los Angeles. I understand that I am obligated to maintain the confidentiality of this information at all times, both at work and off duty, in accordance with all State and Federal statutes on confidentiality of information.

I acknowledge that violation of this Acknowledgment and Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

Signature _____ Date _____

Printed Name _____ Position/Title _____