



LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS
FIRE CHIEF

January 24, 2018

BOARD OF FIRE COMMISSIONERS FILE NO. 18-014
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TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT BETWEEN LOS ANGELES FIRE DEPARTMENT AND
STEPHEN G. SANKO M.D. INC. FOR MEDICAL OVERSIGHT OF
MOBILE INTEGRATED HEALTHCARE SERVICES

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

SUMMARY

The Los Angeles Fire Department (LAFD) requires assistance developing innovative programs that will enhance the level of services delivered to City communities. Dr. Stephen Sanko's specialized technical medical expertise in emergency medicine, and experience developing the LAFD Tiered-Dispatch System and Nurse Practitioner Response Unit program, makes him uniquely qualified to provide the necessary medical oversight for deployment and implementation of such innovative programs.

Dr. Sanko is the principal contributor supporting the LAFD EMS Commander/Medical Director in the development and execution of projects directed at improving care for: out-of-hospital cardiac arrest patients; low-acuity 911-users; high-utilizers of 911; patients struggling with mental illness or substance addiction; homeless patients; at-risk seniors; in-custody patients; and other select vulnerable populations.

The proposed Agreement with Dr. Sanko will provide the LAFD with the services of an EMS Fellowship-trained, Board-certified emergency physician who will assist the EMS Bureau Commander/Medical Director with medical oversight, strategic planning, and performance improvement for mobile integrated healthcare and public health projects targeting at-risk populations.

Attached for consideration is the two-year Agreement with Dr. Sanko from July 1, 2017 through June 30, 2019 in an amount not to exceed \$75,000 annually. Per the terms of the Agreement, the Board of Fire Commissioners authorizes the Fire Chief sole discretion to extend the Agreement for an additional one-year term, subject to the availability of funds.

RECOMMENDATIONS

That the Board:

1. Authorize the Fire Chief to execute the Agreement with Stephen G. Sanko M.D. Inc., for medical oversight of mobile integrated healthcare services and authorize the Fire Chief sole discretion to extend the Agreement for an additional one-year term.
2. Transmit the Agreement to the Mayor's Office, in accordance with Executive Directive No. 3.

FISCAL IMPACT

There is no impact on the General Fund. The Agreement will be funded by the Targeted Destination Ambulance Services Revenue Trust Fund, Fund 44R.

Board report prepared by Stewart Young, Management Analyst II, Administrative Services Bureau.

Attachments

AGREEMENT NO. _____

BETWEEN

THE CITY OF LOS ANGELES

AND

STEPHEN G. SANKO M.D. INC.

FOR

MEDICAL OVERSIGHT OF MOBILE INTEGRATED HEALTHCARE SERVICES

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AGREEMENT NUMBER C-_____
BETWEEN
THE CITY OF LOS ANGELES
AND
STEPHEN G. SANKO M.D. INC.
FOR
MEDICAL OVERSIGHT OF MOBILE INTEGRATED HEALTHCARE SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Los Angeles Fire Department (hereinafter referred to as "Department" or "LAFD"), and Stephen G. Sanko M.D. Inc., a California corporation (hereinafter referred to as "Contractor"), is entered into with reference to the following:

WHEREAS, the LAFD requires assistance from a contractor to provide professional and specialized physician services on a periodic basis; and

WHEREAS, the Contractor is uniquely qualified for this position and possesses specialized technical medical expertise and familiarity with Emergency Medical Services ("EMS") operations required by the LAFD and not found within the City workforce, and has agreed to provide said services to the LAFD; and

WHEREAS, the Contractor assisted the LAFD's EMS Bureau Commander/Medical Director in the establishment of the Los Angeles Tiered Dispatch System; and

WHEREAS, the Contractor expanded the Advanced Practitioner Response Unit Program and is the principal investigator on an ongoing, funded research effort assessing the program's safety and effectiveness; and

WHEREAS, the Contractor helped design the Organized Health Care Agreement facilitating referral of high-risk and vulnerable patients for Los Angeles County Services, and as such served as the primary point of contact for high-utilizer referrals from other City Departments to the Los Angeles County Department of Mental Health; and

WHEREAS, the Contractor maintains the registry of LAFD's out-of-hospital cardiac arrests and designed the quality improvement methods used to ensure high-quality telecommunicator-assisted cardiopulmonary resuscitation ("CPR") to promote bystander CPR in the City of Los Angeles; and

WHEREAS, the Contractor has received specialty training and a fellowship in Emergency Medical Services through the Accreditation Council for Graduate Medical Education; and

WHEREAS, these specialized and unique educational and technical services are deemed to meet the requirements of a sole-source agreement in accordance with City Charter Section 371(e)(2) since the work requires a licensed physician familiar with LAFD EMS protocols and the technical services are necessary to the development, implementation and management of various Advanced Practitioner Response Unit Programs; and

WHEREAS, the CITY does not have personnel with the required knowledge and skill necessary to complete this work and it is more economical to have the work be performed by the Contractor; and

NOW, THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the parties agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

1.1.1 The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, having its principal office at 200 North Main Street, 18th Floor, Los Angeles, California, 90012.

1.1.2 Contractor, Stephen G. Sanko M.D. Inc., a California corporation, having its principal address at 802 Monterey Road, South Pasadena, California, 91030.

1.2 Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department
200 North Main Street, 18th Floor
Los Angeles, California, 90012

With copies to:

Los Angeles Fire Department
Emergency Medical Services Bureau

Attention: Dr. Marc Eckstein
200 North Main Street, Room 1860
Los Angeles, California, 90012

- 1.2.2 The Contractor's representative is, unless otherwise stated in the Agreement:

Stephen G. Sanko M.D.
Chief Executive Officer
Stephen G. Sanko M.D. Inc.
802 Monterey Road,
South Pasadena, California, 91030

- 1.3 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- 1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) working days of said change.

2.0 TERM OF THE AGREEMENT

2.1 Term

The term of this Agreement will begin on July 1, 2017 and will terminate on June 30, 2019, unless otherwise terminated earlier as provided in this Agreement.

2.2 Amendments

The Board of Fire Commissioners has authorized the Fire Chief to extend the Agreement for an additional one (1) year term, utilizing the amendment process described in Section PSC 5 of Exhibit 1 – Standard Provisions for City Contracts. Any amendments to extend the term of this Agreement are contingent on availability of funds and the Contractor having provided satisfactory services under this Agreement.

2.3 Ratification

Due to the need for the services to be provided on an urgent basis to continue the successful implementation of the Fire Department's various Advance Practitioner Response Unit Programs, the Contractor may have provided services prior to the execution of this Agreement. To the extent

that said services were performed satisfactorily, in accordance with the City's request and with the terms and conditions of this Agreement, those services are hereby ratified. The City acknowledges its obligation to pay for said services and the Contractor acknowledges that all terms and conditions of this Agreement were in effect as of July 1, 2017.

3.0 SERVICES TO BE PROVIDED

Contractor is an EMS Fellowship-trained, board-certified emergency physician who will assist the LAFD EMS Bureau Commander/Medical Director with medical oversight, strategic planning, and performance improvement for mobile integrated healthcare and public health projects targeting at-risk populations.

3.1 Contractor will:

- 3.1.1 Support the EMS Commander/Medical Director in the development and execution of projects directed at improving care for: out-of-hospital cardiac arrest patients; low-acuity 911-users; high-utilizers of 911; patients struggling with mental illness or substance addiction; homeless patients; at-risk seniors; in-custody patients; and other select vulnerable populations as needed.
- 3.1.2 Assist LAFD Medical Director in identifying patient populations where EMS is well positioned to mitigate care needs and improve prehospital system efficiency.
- 3.1.3 Analyze LAFD EMS patient care data to assess needs, assist with EMS system planning, assist with pre-hospital performance improvement, and promote increased system efficiency.
- 3.1.4 For select projects approved by the EMS Commander/Medical Director, assist with conceptualization of project aims, target population, range of interventions, health service modeling, programmatic goals, determination of outcome measures, and plotting a timeline of project benchmarks.
- 3.1.5 Help define clinical protocols for patient inclusion and exclusion criteria for special projects, in accordance with local regulations and agency guidelines.
- 3.1.6 Assist in developing policies, protocols and procedures for LAFD Advanced Practitioners.
- 3.1.7 Maintain list of LAFD high utilizers and develop approaches to improve their care and linkage to services.

- 3.1.8 Work with internal and external health services experts to elicit guidance on measuring and optimizing patient linkage to follow-up services, including medical and non-medical resources.
- 3.1.9 Meet with local clinic and hospital-based providers and administrators to introduce EMS Bureau projects and promote community integration.
- 3.1.10 Interface with EMS medical directors of similar programs around the country to compile best practices.
- 3.1.11 Assist with on-line medical control of Advanced Practitioners, including periods of designated availability for medical oversight.
- 3.1.12 Develop mechanisms for assessment of continuous quality improvement and quality assurance for Advanced Practitioners.
- 3.1.13 Participate in meetings with physicians, fire officials, health care professionals, medical groups, community resources and other essential stakeholders to inform, promote and improve EMS Bureau operations.
- 3.1.14 Provide feedback and training to LAFD members for EMS incidents when requested by the LAFD EMS Bureau Commander/Medical Director
- 3.2 Contractor must possess and maintain the following requirements during the term of the Agreement.
 - 3.2.1 Valid Class C California Driver's License
 - 3.2.2 Current licensure with California Medical Board
 - 3.2.3 Current certification with the American Board of Emergency Medicine
 - 3.2.4 Current registration with the United States Drug Enforcement Administration ("DEA"), including an active and valid registration number
 - 3.2.5 Subspecialty training in Emergency Medical Services from an accredited institution.
 - 3.2.6 Current status as an American Heart Association Basic Life Support ("BLS") Provider

3.2.7 Current status as an American Heart Association Advance Cardiac Life Support ("ACLS") Provider

3.2.8 Current status as an American Heart Association Pediatric Advance Life Support ("PALS") Provider

4.0 NON-EXCLUSIVE AGREEMENT

City and Contractor understand and agree that this is a non-exclusive agreement to provide services to the City and the LAFD and that the City or the LAFD may contract with other contractors to provide similar services during the term of this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

Contractor will be compensated at the hourly rate of \$75.00. The maximum payable amount under this Agreement is not to exceed Two Hundred and Twenty-Five Thousand Dollars (\$225,000) during the period beginning on July 1, 2017, and ending on June 30, 2020, for complete and satisfactory performance of the terms of this Agreement. The maximum amount payable in any one (1) year under this Agreement is not to exceed Seventy-Five Thousand Dollars (\$75,000).

Contractor shall be compensated upon the approval of tasks assigned by and monitored by the LAFD Medical Director. Contractor understands that funds for work performed have been appropriated for expenditure under this Agreement. As such, all invoices must include hours worked on each specific detail of services provided. Contractor shall submit a single invoice per month for work completed.

5.2 Method of Payment

5.2.1 Invoices

For services provided under this Agreement, the Contractor shall be paid by the City in accordance with provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information, and any other documentation requested by the City, on each invoice:

1. Date of Invoice
2. Invoice Number

3. Agreement Number
4. Description of Services, including, but not limited to:
 - a) Date of Assignment
 - b) Case Name and Case Number
5. Number of Pages, if any, and Rate of Service
6. Amount of Invoice

5.2.2 All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed shall be attached to all invoices.

5.2.3 Invoices and supporting documentation shall be prepared at the expense and responsibility of Contractor. The City will not compensate Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation or request a self-audit to substantiate cost at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

5.2.4 Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

5.2.5 Contractor will not be compensated for non-delivery of services. All invoices will be submitted to:

Los Angeles Fire Department
Emergency Medical Services Bureau
Attention: Dr. Marc Eckstein
200 North Main Street, Room 1860
Los Angeles, California 90012

5.2.6 The Contractor shall notify the LAFD within ten (10) business days when 80% of the maximum compensation has been reached. Notice must be sent to the address listed per this Agreement.

6.0 SUSPENSION AND TERMINATION

6.1 Suspension

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

6.1.1 Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

6.1.2 Within five (5) working days, Contractor must reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.

6.1.3 Performance under this Agreement shall be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of City.

6.2 Termination for Convenience

6.2.1 Either party to this Agreement may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

6.2.2 All completed deliverables, or portions thereof, prepared by Contractor under this Agreement shall be delivered to City.

6.2.3 In the event that Contractor ceases to operate (i.e., dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to City copies of all materials related to completed deliverables specified in this Agreement.

6.2.4 Upon termination, City shall compensate Contractor for any services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination.

6.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure,

such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach.

Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure, such breach or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days' notice. If, after City has given notice of termination under the provisions of this Section 6.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.2.

6.4 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and participants and must notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

7.0 DISPUTES

Both parties shall undertake to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any dispute. The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

8.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access

during the term of this Agreement are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Agreement, City's Confidential Information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of the City.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment A. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

9.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

Contractor shall refer all inquiries from the news media to the Department, shall immediately contact the Department to inform the Department of the inquiry, and shall comply with the procedures of the LAFD Community Liaison's Office regarding statements to the media relating to this Agreement or Contractor's services hereunder.

10.0 STANDARD PROVISIONS

Contractor, by entering into this Agreement with the City agrees to abide by the Standard Provisions for City Contracts (Rev. 10/17) [v.2], attached hereto and incorporated herein as Attachment B.

11.0 BUSINESS ASSOCIATE AGREEMENT

The Fire Department is a Covered Healthcare Entity within the City of Los Angeles organization, and in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and to ensure the security of documents containing Protected Health Information ("PHI"), the Contractor by entering into this Agreement with LAFD agrees to abide by the Business Associate Agreement ("BAA"), attached hereto and incorporated herein as Exhibit C. The BAA shall survive the expiration and termination of this Agreement.

12.0 MUNICIPAL LOBBYING ORDINANCE

Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if

Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. CEC Form 50 is attached to this Agreement as Attachment D. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

13.0 ENTIRE AGREEMENT

This Agreement contains the complete Agreement between the parties. No verbal agreement(s) or conversation(s) with any officer or employee of either party will affect or modify the terms and conditions of this Agreement.

14.0 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in four (4) quadruplicate originals, each of which is deemed to be an original. This Agreement includes twelve (12) pages with four (4) attachments which constitute the entire understanding and agreement of the parties.

[SIGNATURE PAGE FOLLOWS]

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

THE CITY OF LOS ANGELES

**STEPHEN G. SANKO M.D. INC., A
CALIFORNIA CORPORATION**

By: _____
Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department

By*: _____
Stephen G. Sanko M.D.
Chief Executive Officer

DATE: _____

DATE: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By**: _____
Stephen G. Sanko M.D.
Chief Financial Officer

By: _____
Catrina M. Archuleta
Deputy City Attorney

DATE: _____

DATE: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

By: _____

DATE: _____

City Agreement Number: _____

Council File Number: _____

City Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayers I.D. Number: _____

ATTACHMENT A

CONFIDENTIALITY AGREEMENT

ATTACHMENT B

STANDARD PROVISIONS FOR CITY CONTRACTS

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT D

MUNICIPAL LOBBYING ORDINANCE

CEC FORM 50

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN
THE LOS ANGELES FIRE DEPARTMENT
AND**

STEPHEN G. SANKO, M.D., INC.

**TO COMPLY WITH THE PRIVACY AND SECURITY RULES REQUIRED UNDER THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

This **Business Associate Agreement** (the "Agreement"), is made as of the ____ day of _____, 2018, (the "Effective Date"), by and between the Los Angeles Fire Department (the "LAFD" or "Covered Entity" or "CE"), on behalf of itself and its subsidiaries and affiliates, and Stephen G. Sanko, M.D., Inc. (the "Business Associate" or "BA") (collectively the "Parties") to comply with the privacy and security standards required under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), adopted by the U.S. Department of Health and Human Services and as amended January 25, 2013, [45 C.F.R. Parts 160, 162 and 164; Volume 78 Fed. Reg. No. 17, Pages 5566 through 5702, January 23, 2013] and, in order to satisfy the electronic storage requirements of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (hereinafter referred to as "HITECH"), and any applicable state confidentiality laws.

RECITALS

WHEREAS, BA will provide specialized technical services and medical oversight, strategic planning, and performance improvement for mobile integrated healthcare and public health projects as stipulated in Contract No. C- _____, the ("Contract");

WHEREAS the CE and BA have entered into the Contract under which the CE will need to disclose to BA certain "Protected Health Information" ("PHI") that is subject to protection under HIPAA and HITECH;

WHEREAS, HIPAA requires that CE receive adequate assurances that BA will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of CE;

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 as follows:

A. DEFINITIONS

Terms used in this Agreement, but not otherwise defined, shall have the meaning ascribed by the HIPAA Final Regulations and the HITECH Act, as amended as of January 23, 2013.

1. **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.

2. **Business Associate** (“BA”) shall have the meaning ascribed in 45 C.F.R. § 160.103 and refers to Stephen G. Sanko, M.D., Inc. for purposes of this Agreement.
3. **Contract** means Los Angeles City Contract Number C-_____ and all amendments by and between the City of Los Angeles (“City”) and Stephen G. Sanko, M.D., Inc. which includes providing specialized technical services and medical oversight, strategic planning, and performance improvement for mobile integrated healthcare and public health projects.
4. **Covered Entity** (“CE”) means the Los Angeles Fire Department (“LAFD”), a Health Care Component of the City of Los Angeles, a Hybrid Entity.
5. **Designated Record Set** means a group of records maintained by or for a Covered Entity that are: (i) medical records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record system maintained by or for a health plan; and/or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a Covered Entity.
6. **Health Care Component** (“HCC”) means those portions of the Hybrid Entity that perform HIPAA-related activities. The LAFD became a HCC by the Los Angeles City Council action which adopted the recommendation of the Personnel Committee meeting on July 30, 2010 [Council File No. 10-1181] or as modified [Council File No. R3-0240; August 16, 2013].
7. **HITECH Act** (“HITECH”) means the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act, and any amendments, regulations, rules and guidance issued thereto and the relevant dates for compliance.
8. **HIPAA Final Regulations** means 45 C.F.R. Parts 160, 162 and 164 as amended on January 23, 2013 and effective on March 23, 2013 but only to the extent it allies to a Covered Entity, Hybrid Entity and/or Business Associate.
9. **Hybrid Entity** (“HE”) means, for purposes of this Agreement, the City of Los Angeles, a single legal municipal entity that is (i) a Covered Entity; (ii) whose business activities include both covered and non-covered HIPAA functions; and (iii) that has designated its LAFD, along with other portions of the City of Los Angeles, as a HHC pursuant to 45 C.F.R. § 160.103.

10. **Individual** means the person who is the subject of the Protected Health Information as defined in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 502(g).
11. **Protected Health Information** (“PHI”) means the Individually Identifiable Health Information (“IIHI”) described in 45 C.F.R. § 160.103 that is transmitted electronically, maintained electronically, or transmitted or maintained in any other form or medium.
12. **Required by Law** means mandate contained in law that compels a use or disclosure of PHI under 45 C.F.R. § 164.512(a)(1) and (2).
13. **Secretary** means the Secretary of the Department of Health and Human Services or their designee under 45 C.F.R. § 160.103.
14. **Security Incident** any use or disclosure of information not provided for by this “Agreement” of which the BA becomes aware, including breaches of unsecured protected health information as defined by 45 C.F.R. § 164.402.
15. **Subcontractor** means a person or entity that, creates, receives, maintains or transmits protected health information on behalf of the business associate.
(45
C.F.R. 160.103(3)(iii))

B. DISCLOSURE OF PHI TO BUSINESS ASSOCIATE

In connection with the services provided by BA to or on behalf of CE, described in this Agreement, CE may disclose PHI to BA for the purpose of providing specialized technical services to implement the Nurse Practitioner Response Unit.

BA shall comply with its obligations under this Agreement and with all obligations of a BA under HIPAA, HITECH, and other related laws and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place. Specifically, the BA will comply with all the obligations and assume the liability for failure to do so as provided for in the Final Rules reflected in the Federal Register, Vol. 78, No. 17, commencing at Page 5677, dated, January 25, 2013 which implements among other things Section 13401 of HITECH.

C. OBLIGATIONS OF COVERED ENTITY

1. CE shall notify BA of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CRF §164.520, to the extent that such limitation may affect BA’s use or disclosure of PHI.

2. CE shall notify BA of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.
3. CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.
4. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA if done by CE. [45 C.F.R. § 164.504(e)(2)(i)]
5. CE will make a determination as to whether a use or disclosure of PHI by BA is a Breach within the meaning of 45 C.F.R. 164.402 necessitating notification under 45 C.F.R. 164.404, 164.406 and 164.408.

D. OBLIGATIONS OF BUSINESS ASSOCIATE

BA 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.

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, BA shall not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law, except as necessary to provide specialized technical services to implement the Nurse Practitioner Response Unit as described in this Agreement and the Contract to or on behalf of the CE. These activities include a review of selected records and may include the transmitting or receiving of PHI, as may be required from time to time, to other business associates or covered entities on behalf of CE. BA shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by CE. Provided, however, BA may use and disclose PHI as necessary for the proper management and administration of BA, or to carry out its legal responsibilities. BA shall in such cases:
 - (a) Provide information to members of its workforce suing or disclosing PHI regarding the confidentiality requirements of the HIPAA Final Rules and this Agreement;
 - (b) Obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (i) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (ii) the person or entity will notify BA of any instances of which it is aware in which confidentiality of the PHI has been breached;
 - (c) Notification to Covered Entity. Agree to notify the designated Privacy

Officer of CE of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules within 72 hours of discovery of the improper use or disclosure. The determination as to whether a use or disclosure for a purpose not provided for by this Agreement is a Breach within the meaning of 45 C.F.R. 164.402 shall be determined by the CE using the criteria determined in 45 C.F.R. 164.402 (2)(i)-(iv) after BA notifies CE of the use or disclosure of the PHI;

(d) Breach Notification. BA agrees to follow 45 C.F.R.164.410 after first notifying CE of the use or disclosure not provided by this Agreement and CE makes a determination that a breach has occurred pursuant to paragraph C(5) of this Agreement; and

(e) For purposes of the Breach Notification provision in 45 C.F.R. 164.410, BA in this Agreement is not the agent of CE.

2. Data Aggregation. In the event that BA works for more than one covered entity, BA is not permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Administrative Simplification.
3. De-identified Information. BA may use and disclose de-identified health information if (i) the use is disclosed to CE in writing and permitted in writing by CE in its sole discretion and (ii) the de-identification is in compliance with 45 CFR §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 CRF §164.514(a) and (b).
4. Safeguards. BA shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law. BA shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of CE.
5. Minimum Necessary. BA shall attempt to ensure that all uses and disclosures of PHI which pertain to the billing or operations of the CE are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.
6. Disclosure to Agents and Subcontractors. If BA discloses PHI received from CE, to agents, including a subcontractor, BA shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to BA

under this Agreement. BA shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the CE. BA shall be liable to CE for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were BA's own acts, failures or omissions, to the extent permitted by law. BA further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights Regarding Designated Record Sets. If BA maintains a Designated Record Set on behalf of CE, BA agrees as follows:
- (a) Individual Right to Copy or Inspection. BA agrees that if it maintains a Designated Record Set for CE that is not maintained by CE, it will, in the event any Individual delivers directly to BA a request for access to PHI, in order for CE to respond to such Individual, forward such request to CE in order to meet the requirements of 45 CFR §164.524(a)(1). Under the HIPAA Final Rules, CE is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. [45 C.F.R. § 164.524(b)(2).] BA agrees to make reasonable efforts to assist CE in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If CE maintains the requested records, CE, rather than BA shall permit access according to its policies and procedures implementing the HIPAA Administrative Simplification.
- (b) Individual Right to Amendment. BA agrees, if it maintains PHI in a Designated Record Set, to make the Designated Record Set available to CE for amendments to PHI pursuant to 45 CFR §164.526.
- (c) Accounting of Disclosures. BA agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 CFR §164.528, and to make this information available to CE upon CE's request, in order to allow CE to respond to an Individual's request for accounting of disclosures. Under the HIPAA Final Rules, CE is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. BA agrees to use its best efforts to assist CE in meeting this deadline. Such accounting must be provided without cost to the individual or CE if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if BA informs the CE in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the **six (6)** years prior to the request (not including disclosures prior to the compliance date of the HIPAA

Administrative Simplification and shall be provided for as long as BA maintains the PHI.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, BA shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of CE to the Secretary or his or her agents for the purpose of determining CE's compliance with the HIPAA Rules, or any other health oversight agency, or to CE. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by CE or the Secretary.
9. Notice of Privacy Practices. BA shall abide by the limitations of CE's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to CE's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which BA relied prior to receiving notice of such amended Notice.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, BA shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Administrative Simplification expressly applies.
11. Knowledge of HIPAA Rules. BA agrees to review and understand the HIPAA Rules as it applies to BA, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Security Incident. BA agrees to immediately report to the CE any security incident of which BA becomes aware within 72 hours of discovery of the security incident.

E. 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 PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause. Upon CE's knowledge of a material breach by BA, CE shall either:

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

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

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

3. Effect of Termination.

(a) Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI and shall confirm, in writing, to the CE that all PHI has been returned to the CE or destroyed and, state the method of destruction.

(b) In the event that BA determines that returning or destroying the PHI is infeasible, BA shall provide to CE written notification of the conditions that make return or destruction infeasible. Upon discovering that return or destruction of PHI is infeasible, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

F. MISCELLANEOUS

1. Indemnification.

(a) To the extent permitted by law, BA agrees to indemnify and hold harmless CE from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by CE arising out of, resulting from, or attributable to any acts or omissions or other conduct of BA or its agents in connection with the performance of BA's or its agents' and/or subcontractor's duties under this Agreement. This indemnity shall not be construed to limit CE's rights, if any, to common law indemnity.

(b) CE shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action described in F(1)(a) above, the costs and expenses of which shall be the responsibility of BA. CE shall provide BA with timely notice of the existence of such proceedings and such information,

documents and other cooperation as reasonably necessary to assist BA in establishing a defense to such action.

(c) These indemnities shall survive termination of this Agreement, and CE reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If BA violates this Agreement or the HIPAA Rules, BA agrees to mitigate any damage caused by such breach, and bear any such related costs.
3. Rights of Proprietary Information. CE retains any and all rights to the proprietary information, confidential information, and PHI it releases to BA.
4. Survival. The respective rights and obligations of BA under Section (Effect of Termination) of this Agreement shall survive the termination of this Agreement.
5. 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:

Ralph Terrazas, Fire Chief
Los Angeles Fire Department
200 North Main Street, Room 1800
Los Angeles, California 90012
(213) 978-3838
(213) 978-3814 Fax

And:

Los Angeles Fire Department
Emergency Medical Services Bureau
Attention: Dr. Marc Eckstein
200 North Main Street, Room 1860
Los Angeles, California 90012

If to Business Associate:

Stephen G. Sanko, M.D., Inc.
Stephen Sanko, M.D.
802 Monterey Road

South Pasadena, California 91030
(303)815-7569

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow CE to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of California, without regard to applicable conflict of laws principles.
8. 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, CE 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.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. 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.
11. Equitable Relief. Any disclosure of misappropriation of PHI by BA in violation of this Agreement will cause CE irreparable harm, the amount of which may be difficult to ascertain. BA therefore agrees that CE shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining BA from any such further disclosure or breach, and for such other relief as CE shall deem appropriate. Such rights are in addition to any other remedies available to CE at law or in equity. BA 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 CE.

12. 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.
13. 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.
14. 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.
15. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits CE to comply with the HIPAA rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
16. 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.

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

Dated:

For: THE CITY OF LOS ANGELES

By: _____
Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department

Dated:

For: STEPHEN G. SANKO, M.D., INC.

By: _____
Stephen G. Sanko

Approved as to Form:
MICHAEL N. FEUER, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Judith Thompson
Deputy City Attorney

By: _____
Deputy City Clerk

Dated:

Dated:

Agreement Number: C- _____