



# LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS  
FIRE CHIEF

January 14, 2020

BOARD OF FIRE COMMISSIONERS  
FILE NO. 20-006

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: FIRST AMENDMENT TO AGREEMENT NO. C-133902 WITH SAMAN KASHANI, M.D., MSc., INC. FOR MEDICAL OVERSIGHT REGARDING THE IMPLEMENTATION OF THE TELEMEDICINE PROGRAM

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 Withdrawn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) is working on implementing a telemedicine program. This program will allow the LAFD to utilize innovation and technology to improve our efficiency and optimize patient care. Patients who do not meet high risk criteria can be evaluated by a physician working at the Metropolitan Fire Communications (MFC) via telemedicine. The physician will then determine if the patient does not require ambulance transport to an emergency department (ED). The patient may be treated and released on scene, or directed to an alternative destination. This will free up LAFD resources in the field, decrease unnecessary ambulance transports, decrease ED wall time, and improve patient care.

A qualified physician is required to work on this program by assisting with the development of medical protocols, handling telemedicine calls in real time, and assisting in the quality improvement process. Dr. Saman Kashani, M.D., MSc, Inc., is a board-certified emergency physician who has completed an Emergency Medical Services (EMS) fellowship. He is extremely familiar with the LAFD EMS operations and medical protocols.

On September 3, 2019, the LAFD and Dr. Kashani entered into Agreement No. C-133902 to provide medical oversight for the implementation of the LAFD telemedicine program for a one-year period, with a start date of June 1, 2019 through May 31, 2020, pursuant to the term in the contract. However, Dr. Kashani did not actually begin providing the services until October 24, 2019. As a result, with an end date of May 31, 2020, the service period under this contract will be for less than the one year. Therefore, this agreement must be extended through May 31, 2021, in order to provide Dr. Kashani with at least a full year to complete the work under this contract.

The maximum contract amount is not to exceed Seventy-Five Thousand Dollars (\$75,000), during the term of this Agreement, beginning June 1, 2019 and ending May 31, 2021.

The First Amendment has been reviewed and approved as to legal form by the City Attorney.

### **RECOMMENDATIONS**

That the Board:

1. Approve and authorize the Fire Chief to execute the First Amendment to Agreement No. C-133902 between the City and Saman Kashani, M.D., MSc., Inc., to extend the term to provide medical oversight regarding the implementation of the LAFD telemedicine program for one year, from June 1, 2019 through May 31, 2021, for a maximum compensation amount not to exceed \$75,000.
2. Transmit the First Amendment to Agreement No. C-133902 to the Mayor's Office in accordance with Executive Directive No. 3.

### **FISCAL IMPACT**

There is no impact to the General Fund. Funding for this contract is provided through the Kaiser Targeted Destination Trust Fund 44R for a maximum amount not to exceed \$75,000 during the term of the agreement.

Board Report prepared by Marc Eckstein, M.D., Medical Director, Commander, Emergency Medical Services Bureau.

Attachment

**FIRST AMENDMENT TO AGREEMENT NO. C-133902  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
SAMAN KASHANI, M.D., MSc., INC.  
FOR  
MEDICAL OVERSIGHT REGARDING THE IMPLEMENTATION OF THE  
TELEMEDICINE PROGRAM**

**This First Amendment** (hereinafter referred to as "Agreement") is made and entered into by and between the City of Los Angeles (hereinafter referred to as the "City"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as the "Fire Department" or "LAFD"), and Saman Kashani, M.D., MSc., Inc. (hereinafter referred to as the "Contractor"), a California corporation, with reference to the following:

**WHEREAS**, the LAFD requires assistance from the Contractor to provide professional and specialized technical services on a periodic basis; and

**WHEREAS**, the Contractor is uniquely qualified for this position and possesses a special skill set and familiarity of Emergency Medical Services ("EMS") operations required by the LAFD, which is not found within the City workforce, and has agreed to provide said services to the LAFD; and

**WHEREAS**, the specialized technical services are temporary, and necessary, to implement the LAFD Telemedicine Program using Advanced Providers (APs) at the Metropolitan Fire Communications (MFC) (hereinafter referred to the Dispatch Assisted Triage via Telemedicine, or DART Program); and

**WHEREAS**, the APs will provide telemedicine services to the citizens and residents of the City of Los Angeles; and

**WHEREAS**, the specialized 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 the professional licensing as a Medical Doctor familiar with LAFD EMS protocols with EMS Fellowship subspecialty training and are necessary to complete the work already started under the City; 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 on a short-term basis; and

**WHEREAS**, on September 3, 2019, the City and Contractor entered into Agreement No. C-133902, to provide medical oversight for the implementation of the LAFD telemedicine program, for a one-year period, from June 1, 2019 through May 31, 2020, for a maximum compensation not to exceed Seventy-Five Thousand Dollars (\$75,000) during the period of this Agreement; and

**WHEREAS**, because the Contractor did not begin providing the services under this Agreement until approximately October 24, 2019, the City and Contractor desire to extend the term of this Agreement to May 31, 2021, in order to allow the Contractor at least a full one-year period to complete the work.

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **SECTION 1 – TERM OF AGREEMENT**, is hereby amended in its entirety to read as follows:

The term of this Agreement will begin on June 1, 2019 and will terminate on May 31, 2021, unless otherwise terminated earlier as provided in this Agreement. The LAFD may amend this Agreement to extend the Contractor's term, subject to the availability of funds.

To the extent that the Contractor may have begun performance of the services before the date of attestation at the City's request and due to immediate needs, the City hereby ratifies and accepts those services performed in accordance with the terms and conditions of this Agreement.

2. **SECTION 9 – CITY CONTRACTING REQUIREMENTS, Sub-section 9.3 Disclosure of Contracts and Sponsorships of the National Rifle Association Ordinance**, is hereby deleted in its entirety.
3. Except as amended by this First Amendment, all other provisions of Agreement C-133902 shall remain in full force and effect.

(Signature Page to Follow)

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

**THE CITY OF LOS ANGELES**

**SAMAN KASHANI, M.D., MSc., INC., A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

By\*: \_\_\_\_\_  
Saman Kashani, M.D., MSc.  
Chief Executive Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By\*\*: \_\_\_\_\_  
Saman Kashani, M.D., MSc.  
Chief Financial Officer

By: \_\_\_\_\_  
Samuel W. Petty  
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: \_\_\_\_\_

Agreement Number: C-133902-1