




RALPH M. TERRAZAS  
FIRE CHIEF

August 20, 2015

BOARD OF FIRE COMMISSIONERS  
FILE NO. **15-096**

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: ASSIGNMENT OF AGREEMENT FROM SCAN HEALTH INC. DBA  
SANSIO TO PHYSIO-CONTROL INC.

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 Withdrawn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 City of Los Angeles, through the Los Angeles Fire Department (LAFD), entered into an Agreement (C-117907) with Scan Health, Inc., dba Sansio on September 24, 2010 to provide field data capture devices designed to automate the collection of emergency medical services patient data (C.F.10-1078).

On January 31, 2014, Physio-Control, Inc. acquired Sansio along with all its contractual obligations. Sansio is now a wholly-owned subsidiary of Physio-Control, Inc., and as such, requests the City of Los Angeles accept said assignment in accordance with Section 7. – Assignment – of the Agreement.

Attached for consideration by the Board of Fire Commissioners is the First Amendment to the Agreement, which formalizes the assignment from Sansio to Physio-Control, Inc. The Amendment has been reviewed and approved by the Office of the City Attorney as to legal form.

### RECOMMENDATIONS

That the Board:

Transmit to the Mayor and City Council the First Amendment to the Agreement between the City and Physio-Control, Inc. for consideration and approval.

### FISCAL IMPACT STATEMENT

Execution of the First Amendment to the Agreement between the City and Physio-Control, Inc. will have no impact on the FY 2015-16 LAFD Budget.

Board of Fire Commissioners  
Page 2

Board report prepared by William R. Jones, Senior Management Analyst II,  
Administrative Services Bureau.

Attachment

FIRST AMENDMENT TO AGREEMENT NUMBER C-117907

BETWEEN

THE CITY OF LOS ANGELES AND

PHYSIO-CONTROL, INC.

FOR FIELD DATA CAPTURE SYSTEM (FDCS)

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the CITY of Los Angeles, California, a municipal corporation (hereinafter referred to as the "CITY") by and through the Los Angeles Fire Department (hereinafter referred to as the "LAFD"), and ScanHealth, Inc. (dba Sansio), a Minnesota corporation (hereinafter referred to as the "CONTRACTOR").

**WHEREAS**, the City Council instructed the LAFD to prepare and release a Request For Proposals "RFP" for emergency medical service ("EMS") billing services and technology improvements including mobile field data capture devices; and

**WHEREAS**, the CITY issued the RFP and found that CONTRACTOR's proposal satisfies the CITY's requirements for mobile field data capture devices and the software and program support sufficient to transmit the CITY's EMS data lawfully and efficiently to the necessary recipients; and

**WHEREAS**, the CITY performed its Charter Section 1022 evaluation and the Personnel Department determined that the Agreement does not require a Charter 1022 finding because the proposal is for materials proprietary to the CONTRACTOR and the CONTRACTOR'S staff must install, maintain and service its Licensed Software; and

**WHEREAS**, CONTRACTOR's proposed services are expert and technical in nature; and

**WHEREAS**, it is more economical to automate the CITY's emergency medical service field data capture function than to continue capturing the data manually, because automation facilitates more efficient transmission of Protected Health Information (PHI); and

**WHEREAS**, automating and encrypting protected health information through this Agreement facilitates the CITY's compliance with the Health Insurance Portability and Accountability (HIPAA) statutes and other privacy laws; and

**WHEREAS**, the CITY desires to contract with CONTRACTOR to license field data capture software and lease emergency medical service mobile field data capture equipment; and

**WHEREAS**, on January 31, 2014, Physio-Control, Inc. acquired CONTRACTOR (ScanHealth, Inc. dba Sansio) along with all its contractual obligations. CONTRACTOR is

now a wholly-owned subsidiary of Physio-Control, Inc. By operation of acquisition, CONTRACTOR has assigned this Agreement to Physio-Control, Inc. and now has requested the CITY to accept said assignment in accordance with Section 7. Assignment of the Agreement; and

**WHEREAS**, the CITY agrees to the Assignment of Contract C-117907 to Physio-Control, Inc. as the CONTRACTOR in this Agreement; and

**NOW THEREFORE**, in consideration of the premises, representations, covenants and agreements set forth herein, the Parties represent, covenant and agree as follows:

## **Article 1:**

Section 1. of Agreement No. C-117907 is hereby replaced in its entirety and amended to read as follows:

### **1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

#### **1.1 Parties to the Agreement**

The Parties to this Agreement are:

- a. The CITY, by and through the LAFD, having its principal office at 200 North Main Street, 18th floor, Los Angeles, California 90012.
- b. CONTRACTOR, having its principal address at 11811 Willows Road NE, Redmond, WA 98052 with its Data Solutions team (performing staff) located at 11 East Superior Street, Suite 310, Duluth, MN 55802.

#### **1.2 Representatives of the Parties**

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

- a. The CITY's representative is, unless otherwise stated in the Agreement:

Ralph M. Terrazas, Fire Chief  
Los Angeles Fire Department  
200 N. Main St., Room 1800  
Los Angeles, California 90012  
(213) 978-3838  
(213) 978-3814 fax  
ralph.terrazas@lacity.org

And:

June Gibson, Fire Administrator  
Los Angeles Fire Department  
200 N. Main St., Room 1630  
Los Angeles, California 90012  
(213) 978-3731  
(213) 978-3414 fax  
june.gibson@lacity.org

b. The CONTRACTOR's representative is, unless otherwise stated in the Agreement:

Dale A Pearson, CEO Sansio  
11 East Superior Street, Suite 310  
Duluth, MN 55802  
(218) 625-7226 Ext. 7217  
(218) 625-7225 fax

### 1.3 Notices

a. 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 received.

b. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given in accordance with this section, within five (5) working days of said change.

c. Informal communications regarding daily business matters shall be made via email or telephone.

### Article 2.

All other provisions of Agreement No. C-117907 remain unchanged.

( Signature Page Follows )

**IN WITNESS THEREOF**, the parties hereto have executed by this Agreement to be executed by their respective duly authorized representatives.

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

**For: THE CITY OF LOS ANGELES**

By: \_\_\_\_\_  
RALPH M. TERRAZAS  
FIRE CHIEF

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

**For: PHYSIO-CONTROL, INC**

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER  
City Attorney

**ATTEST:**

HOLLY L. WOLCOTT  
City Clerk

By: \_\_\_\_\_  
Dan Kreinbring  
Assistant City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

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

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