

EAST PEORIA FIRE DEPARTMENT

201 W. Washington Street
East Peoria, IL 61611
Phone: (309) 427-7675



John Knapp
Fire Chief

MEMO

TO: Mayor Kahl & Commissioners Dan Decker, Mike Sutherland, Seth Mingus & Mark Hill

FROM: John Knapp, Fire Chief *JK*

DATE: January 13, 2020

RE: SiteMed Fire

DISCUSSION:

Staff is recommending the approval of a contract with SiteMed Fire to conduct required OSHA mandated respirator evaluations and provide a wellness exam that meets NFPA 1582 standards for our firefighters. This comprehensive approach combines proven life safety screenings and one-on-one personalized medical counseling with a medical group that understands the medical risks faced by our firefighters. Staff is requesting approval for an initial period of two (2) years and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to the scheduled testing. In year one, all sworn firefighters will have an annual evaluation which will include a medical component, fitness component and a firefighter cumulative stress assessment in the amount of \$395 per firefighter. Staff anticipates all firefighters will have a similar physical in year two with the ability to add additional evaluations.

SiteMed Fire is a physician-owned health care company specializing in NFPA 1582 firefighter medical exams. The medical providers at SiteMed Fire have over 50 years combined experience with NFPA 1582 and OSHA standards. The focus of SiteMed Fire is on preventing disease and improving the firefighter's health and safety. In the event medical issues are discovered, SiteMed Fire will coordinate with the firefighter and their personal physician to make sure our firefighter is safe to work. In addition, SiteMed Fire provides year around access to doctors familiar with Fire service and standards for medical consultations.

SiteMed Fire will do on-site evaluations. This will minimize time employees are taken out of service for evaluations. SiteMed Fire will develop a relationship with local providers for an oversight program for new hires or missed appointments that happen outside of scheduled on-site visits.

SiteMed Fire will provide confidential results and interpretations to the firefighter. A physician will evaluate all charts and issue clearance letters. SiteMed Fire will provide a department summary report which will include relevant averages, ranges and annual comparison statistics.

RECOMMENDATION:

The contract with SiteMed Fire be approved, as a professional services agreement, and the Mayor be authorized to execute a finalized contract with SiteMed Fire for an amount to not exceed \$25,000 for each year.

Attachment

RESOLUTION NO. 1920-102

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

WHEREAS, the City of East Peoria is required to provide annual OSHA mandated respirator and wellness exams that meet NFPA 1582 standards for our firefighters (the “Firefighter Physicals”); and

WHEREAS, based upon the recommendation of the Fire Department Command Staff, the City seeks to enter into a two-year agreement with SiteMed PLLC (“SiteMed”), a physician-owned health care company specializing in NFPA 1582 firefighter medical exams, for providing the required Firefighter Physicals for the City’s Fire Department under the terms and conditions as set forth in the Detailed Executive Summary and Agreement documents, attached hereto as Exhibit A and incorporated by reference (the “SiteMed Contract”), as the SiteMed Contract is modified herein; and

WHEREAS, SiteMed has over 50 years combined experience, and their focus is on preventing disease and improving the firefighter’s health and safety; and

WHEREAS, SiteMed comes on-site at the various Fire Department locations in the City and perform the exams which will greatly help in minimizing time away from work for all Firefighters in the City’s Fire Department; and

WHEREAS, upon entering into the SiteMed Contract for the Firefighter Physicals, the parties must also enter into a Business Associate Agreement, attached hereto as Exhibit B and incorporated by reference (the “BA Agreement”), in order to ensure HIPAA compliance regarding individual medical information obtained by SiteMed when conducting the Firefighter Physicals; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to enter into the SiteMed Contract for the Firefighter Physicals;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The above recitations are found to be true and correct.

Section 2. The two-year SiteMed Contract is hereby approved for the annual Firefighter Physicals subject to the deletion of the auto-rollover provision in the Agreement document pertaining to the contract term, and the Mayor or his designee is hereby authorized and directed to execute the SiteMed Contract after this deletion of

the auto-rollover provision in the Agreement document (Exhibit A) and the BA Agreement (Exhibit B) on behalf of the City for the Firefighter Physicals, together with such changes therein to these documents as the Mayor in his discretion deems appropriate, at total cost not to exceed \$25,000 per year; provided, however, that the City shall have no obligation under the SiteMed Contract until such time as an executed original of the SiteMed Contract and BA Agreement have been delivered to SiteMed.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

Contract with SiteMed for Firefighter Physicals



Fire Chief John Knapp
East Peoria Fire Department
201 W Washington St.
East Peoria, IL 61611

July 9, 2019

Please find the attached proposal for your Firefighter Medical Clearance Program. We have listed several key factors that differentiate us from other companies.

Detailed Executive Summary

SiteMed is a physician-owned health care company specializing in on-site NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 25,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer.

SiteMed uses state of the art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHC procedures. We value your firefighter's privacy and maintain medical confidentiality throughout the entire testing process.

The SiteMed Difference

We are a physician owned company.

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 25,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? Consistency, Reliability, & Dependability.

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams; this is what we do all day every day. Let us put our experience to work for you.

Our examination meets and can exceed the NFPA 1582 standard.

Other companies and clinics usually only perform portions of an NFPA 1582 exam or perform just an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments.

The SiteMed NFPA 1582 medical exam program meets and with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.

ON-SITE FIREFIGHTER PHYSICALS

1634 White Circle - Suite 101
Marietta, GA 30066
SiteMedFire.com

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112 Donmoor Court
Garner, NC 27529
Phone/Fax 888-837-4819



We come on-site to you.

We realize yearly exams can be a daunting process. By coming on-site, we are able to perform up to 25-50 exams per day and can usually perform all your physical exams in a short time period. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time, money and minimizes hassles related to annual physical exams.

We focus on prevention.

The purpose of a good wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

We manage medical problems.

If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform The 14 Essential Job Tasks. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

We care about your health.

As a physician owned company, we will customize your physical program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, advanced genetic testing for heart disease and advanced cancer screenings.

We use a unique two-phase process.

We come on-site to collect labs several weeks prior to testing. That way when our providers meet with your firefighters they have all the information in front of them including labs and medical history, just like when they see their primary care physician. This means that during their individual one-on-one counseling session; we can make health recommendations individualized to each person at the time of the consultation.

Year-round access.

What happens after the testing when you have a medical question? With SiteMed, you have year-round access to our Fire Department Doctors for medical consultations. There is no extra charge for this service; it is part of our commitment to your department.

New Hire and Make up Exams.

Although SiteMed is based on the east coast, we have developed a national network of local providers close to your fire department where you can send your firefighters for testing. Your firefighter will complete the components of the medical exam at the local provider location and our SiteMed Fire Department Physicians will review and provide an NFPA 1582 medical clearance. Your firefighter will still have the opportunity to discuss their medical results with our SiteMed Physicians. This Oversight Program is used for physicals like new hires and missed appointments that need to happen outside of your scheduled on-site days.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you in the near future.

ON-SITE FIREFIGHTER PHYSICALS



Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582

A. Medical Component per NFPA 1582 Chapters 6 & 7

- Comprehensive Medical History – All necessary forms will be provided
 - Medical Examination - *Comprehensive physical exam includes head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check. Screens for Skin, Thyroid, and Testicular Cancers.*
 - Vitals – Height, Weight and Blood Pressure
 - Body Composition – Bio Impedance Analysis (BIA)
 - Vision – Snellen (distance) screening
 - Lab Analysis – Chemistry Screen, CBC, Lipid Panel, Thyroid and Urinalysis. Details on page 4.
 - Hearing Test –audiogram using our Benson audiometers
 - Pulmonary Function Testing (PFT)
 - EKG – 12-lead resting electrocardiogram
-

B. Fitness Component per NFPA 1582 Chapter 8

- WFI Submaximal Graded Treadmill Evaluation - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.3*)
 - Hand grip strength evaluation (NFPA 1582 C.2.1.5)
 - Vertical Jump Assessment (NFPA 1582 C.2.1.8) or C.2.1.6 Leg Strength Evaluation
 - Arm Strength Evaluation (NFPA 1582 C.2.1.7)
 - Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)
 - Prone Static Plank Core Stabilization Assessment (NFPA 1582 C.2.1.11)
 - Sit and reach flexibility evaluation (NFPA 1582 C.2.1.12)
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C. SiteMed Value-Added Standard Components

- One-on-one consultation with licensed medical provider. Medical provider may be a physician, physician's assistant or nurse practitioner
- Confidential copy of results and interpretations provided to each firefighter
- A physician evaluates all charts and issues the clearance letters which will be provided within 5 days of the physical examination if there are no medical issues requiring follow up
- Department Summary Report including relevant averages, ranges, and annual comparison statistics
- Option to add additional laboratory / Studies. Details on pages 5 & 6.

ON-SITE FIREFIGHTER PHYSICALS



SiteMed Lab Analysis

Chemistry Screen (Screens for Liver Cancer & Biliary Cancer)

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	
Creatinine	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

Lipids:

Triglycerides
 Cholesterol, Total
 HDL-High Density Lipoprotein Cholesterol
 LDL-Low Density Lipoprotein Cholesterol
 VLDL-Very Low Density Lipoprotein Cholesterol
 Cholesterol / HDL-Cholesterol
 Estimated Coronary Heart Disease Risk

**Urinalysis (sent out to lab, not dipstick)
 (Screens for Bladder & Kidney Cancers)**

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

Thyroid (Screens for Thyroid Cancer)

Thyroid-stimulating Hormone (TSH)

Complete Blood Count (CBC) (Screens for Lymphoma & Leukemia)

White Blood Count (WBC)	
Red Blood Count (RBC)	Hemoglobin
Hematocrit	Mean Corpuscular Volume (MCV)
Platelets	Mean Corpuscular Hemoglobin (MCH)
RDW	Mean Corpuscular Hemoglobin Concentration (MCHC)



Additional Services

These fees are in addition to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at www.sitemedfire.com during *phase I* and click on the "store" tab in the navigation menu for more information.

Chest X-Ray	\$110 per person
Cumulative Stress Assessment	\$20 per person
DOT Medical Cards - not available in all locations	\$35 per person
Tuberculosis Skin Screening (minimum number required)	\$25 per person
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Hepatitis B Antibody Screening (Blood Test)	\$27 per person
Hepatitis C Screening (Blood Test)	\$27 per person
Varicella Antibody Screening (Blood Test)	\$55 per person
Measles, Mumps, Rubella Screening (Blood Test)	\$75 per vaccine
Hepatitis A Vaccine - 2-dose series	\$95 per vaccine
Hepatitis B Vaccine - 3-dose series	\$85 per vaccine
Tetanus/Diphtheria/Pertussis Vaccination	\$65 per vaccine
Measles, Mumps, Rubella Vaccine	\$85 per vaccine
Varicella Vaccine	\$150 per vaccine
Influenza Vaccine - requires pre-booking	\$35 per vaccine
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Blood typing (ABO grouping & Rho-D)	\$17 per person
HIV Screening (Blood Test)	\$25 per person
CRP (C-Reactive Protein) - Marker of inflammation & possible cancer	\$15 per person
Hemoglobin A1C - Diabetes screen	\$40 per person
Cholinesterase, RBC - blood test (Haz-Mat teams)	\$42 per person
Heavy Metals Blood Panel	\$150 per person
(Haz-Mat teams: Arsenic, Mercury, Cadmium & Lead)	
Blood and Urine Collection at LabCorp Facility	\$20 per person
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<u>Testing for 40 years old and over:</u>	
NMR Particle Test	\$45 per person
Determines the # of High & Low Chol Particles	
Coronary Calcium Scoring* not available at all locations	\$160 per person
Used to detect hidden heart disease	
Fecal Occult Blood Screening - Screens for Colon & Rectal Cancers	\$18 per person
Ovarian Cancer Screening (CA-125) - female	\$30 per person
PSA screening - males; screens for Prostate cancer	\$25 per person

ON-SITE FIREFIGHTER PHYSICALS



AGREEMENT

This agreement made and entered this **date** _____ **of** _____, **2019** between **SiteMed** and **East Peoria Fire Department**. This agreement shall exist for an initial period of two (2) years with annual scheduling on the below listed date for the above listed services ~~and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to scheduled testing.~~

Any cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the Minimum Charge if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The above listed pricing will only be guaranteed for the initial period of two (2) years and only while above listed volume of testing remains the same or greater. Invoices are "Due upon Receipt". Increase in employee numbers may require additional testing dates.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.



East Peoria Fire Department – Representative 1/15/2020
Date

SiteMed – Representative **Date**

The information contained in this proposal is confidential information intended only for the use of the individual or entity named above. If the reader of this proposal is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this proposal in error, please immediately notify. Thank you.

ON-SITE FIREFIGHTER PHYSICALS



REFERENCES:

The following is a list of some of our most recent public safety jobs. I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitors.

- **Mountain Brook Fire Department (AL)** – Chief David Kennedy – 205-802-3833
kennedyd@mntbrook.org
- **Estero Fire Department (FL)** – Division Chief Todd Coulter – 239-390- 8000
coulter@esterofire.org
- **Atlanta Fire Rescue Department (GA)** – Deputy Chief Chad Jones – 404-546-2601
ccjones@atlanta.gov
- **Marietta Fire Department (GA)** – Chief George McKeehan – 770-794- 5470
GMcKeehan@marietta.ga.gov
- **City of Smyrna (GA)**– Chief Roy Acree - 770-434- 6667
racree@ci.smyrna.ga.us
- **Cartersville Fire Department (GA)** – Chief Scott Carter - 770-387- 5635
scarter@cityofcartersville.org
- **Cherokee Fire and Emergency Services (GA)** – Chief Eddie Robinson – 770-889-4451
erobinson@cherokeega.com
- **Idaho Falls Fire Department (ID)** – Division Chief Eric Day – 208-612-8495
eday@idahofallsidaho.gov
- **Jefferson City Fire Department (MO)** – Chief Matt Schofield – 573-634- 6404
mschofield@jeffcitymo.org
- **Central Jackson County FPD (MO)** – Assistant Chief Sam Persell – 816-797-9197
spersell@cjcfpd.org
- **Wake County Fire (NC)** – Deputy Director Darrell Alford – 919-856-6487
darrell.alford@wakegov.com
- **Leland Fire/Rescue (NC)** – Deputy Chief Ronnie Hayes – 910-371- 2727
ronnie.hayes@lelandfirerescue.com
- **City of Fayetteville (NC)** – Battalion Chief Robert Brinson – 910-433- 1729
rbrinson@ci.fay.nc.us

EXHIBIT B

Business Associate Agreement with SiteMed

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is entered into as of the ____ day of _____, 2020, by and between **City of East Peoria**, an Illinois municipal corporation (“Covered Entity”) and **SiteMed, PLLC**, a North Carolina limited liability company (“Business Associate”).

RECITALS

WHEREAS, the parties have entered into a contract whereby SiteMed PLLC (“SiteMed”) will provide on-site firefighter medical exams for the City’s Fire Department and EMS, and SiteMed (the Business Associate) will collect medical information from and about individual members of the Fire Department of the City (the Covered Entity); and

WHEREAS, in addition to these services provided by SiteMed (the Business Associate), SiteMed will be sharing this individual medical information considered to be Protected Health Information, as defined herein, with the City’s wellness program service provider as part of the City’s wellness program; and

WHEREAS, the parties acknowledge that Covered Entity is considered a ‘covered entity’ subject to the Privacy Rule; and

WHEREAS, the parties agree that the terms of this Agreement are intended to coordinate with and be interpreted to apply in addition to the terms of the parties’ contract for these services, and in the event of any conflict or inconsistency with such other provisions, the provisions of this Agreement must control;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Business Associate Agreement and for other good and valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS

(a) **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(b) **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 164, subparts A, C, D and E, and as may be amended from time to time.

(c) **Protected Health Information.** “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity, and includes when applicable electronic Protected Health Information as defined in 45 CFR 160.103.

(d) **Required by Law.** “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.

(e) **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

(f) **Catch-all definition.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(b) Business Associate agrees to comply with Subpart C of 45 CFR 164 to prevent use or disclosure of the electronic Protected Health Information other than as provided for by this Agreement, including, but not limited to, the implementation of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(c) Business Associate agrees to mitigate, to the extent practicable and as Required by Law, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any breach or security incident involving unsecured Protected Health Information in any form as required by 45 CFR 164.410.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information created, received, maintained, or transmitted on behalf of Covered Entity, agrees to the same requirements, restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by Covered Entity pursuant to or as necessary to satisfy 45 CFR 164.526.

(h) Business Associate agrees to make internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide Covered Entity or an Individual information collected in accordance with Section (i) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) Business Associate agrees to indemnify and hold harmless Covered Entity, its employees, officers and directors from any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by Covered Entity, its employees, officers or directors in connection with any claim, suit, demand or action asserted against Covered Entity, its employees, officers or directors resulting from the intentional or negligent breach of the rights of a participant in the Plan under the Privacy Rule, or the failure to fulfill any obligation of this Agreement, by Business Associate, its employees, officers, directors, agents or subcontractors. Business Associate agrees to assist and defend Covered Entity in all investigations, suits, adjudications, arbitrations or proceedings of any kind, whether brought by the Secretary, an individual, or any other entity, that may result or arise from any breach or alleged breach by Business Associate.

(l) Business Associate agrees to notify Covered Entity immediately following the discovery of any breach of unsecured Protected Health Information and agrees to assist and cooperate with Covered Entity in investigating and reporting any breach of unsecured Protected Health Information, as Required by Law.

(m) Business Associate agrees to adopt and implement policies and procedures and documentation requirements as required by 45 CFR 164.316 and as Required by Law, including but not limited to appropriate risk assessment policies and procedures for the prevention, discovery and reporting of breaches of unsecured Protected Health Information and for documentation, review and retention of such policies and procedures.

(n) Business Associate agrees to comply with the requirements of Subpart E of 45 CFR 164 to the extent Business Associate is to carry out Covered Entity's obligations under Subpart E.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

General Use and Disclosure Provision

(a) Except as otherwise limited in this Agreement, Business Associate may only use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity as necessary to perform the services set forth in any other agreement between the parties and the Covered Entities' governing documents, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. OBLIGATIONS OF COVERED ENTITY

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restriction

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity unless specifically allowed by this Agreement.

5. TERM AND TERMINATION

(a) *Term.* Except as may be otherwise specified herein, this Agreement shall be effective as of the date first set forth above and shall terminate when all 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 5..

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

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

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

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

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this subsection (c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the Event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS

(a) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under the Effect of Termination Section of this Agreement (Section 5(c)) shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

BUSINESS ASSOCIATE:

COVERED ENTITY:

SITEMED, PLLC

CITY OF EAST PEORIA

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____