



LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



MINUTES
BOARD OF FIRE COMMISSIONERS
Special Meeting – Tuesday, November 29th, 2022

ATTENDEES: Chairman Marc Komorsky
Commissioner Richard Sassi
Commissioner Barry Ward
EMS Administrator Michael Benenati
Commissioner George Burns
Commissioner Anthony Pignataro
Chief Timothy O'Connor
Secretary Bria Le

At 4:36 pm, Chairman Marc Komorsky called the special meeting to order for Tuesday, November 29th, 2022, and led the Pledge of Allegiance.

NEW BUSINESS:

- Business Associate Agreement –
Upon a MOTION made by Commissioner Ward and SECONDED by Commissioner Sassi, the Board RESOLVED to accept the Business Associate Agreement (attached). Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**
- Training Request – Lieutenant Bryan Zittel said that Union Vale would like to use the firehouse for indoor bailout training on December 20th. Brief discussion followed regarding an insurance rider.
Upon a MOTION made by Ward and SECONDED by Commissioner Burns, the Board RESOLVED to approve the use for training. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

EXECUTIVE SESSION:

At 4:39 pm, upon a MOTION made by Sassi and SECONDED by Commissioner Pignataro, the Board RESOLVED to go into Executive Session for the firefighter/paramedic interviews. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

OPEN SESSION & ROOM USE:

At 10:10 pm, the Board resumed Open Session.

Upon a MOTION made by Burns and SECONDED by Pignataro, the Board RESOLVED to approve Mike Hackett using the Station 3 meeting room on February 18th for a family event. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

ADJOURNMENT:

At 10:12 pm, upon a MOTION made by Pignataro and SECONDED by Ward, the Board RESOLVED to adjourn the meeting. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

Respectfully submitted,

Bria Le – District Secretary

Approved by the Board of Fire Commissioners on 12/27/22

BoFC Special Meeting 11/29/22

Please note that this meeting was conducted in person at 504 Freedom Plains Road in Poughkeepsie, NY AND open for public viewing and/or listening via Microsoft Teams.

LaGrange Fire District
BUSINESS ASSOCIATE AGREEMENT
Effective November 29th, 2022

This BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is entered into by and between **LaGrange Fire District** (the “Covered Entity”) and **The Law Offices of Craig P. Curcio** (“Business Associate”).

DEFINITIONS

Except as otherwise provided herein, the terms used in this Agreement shall have the same meaning as those terms in the Electronic Transaction, Security or Privacy Rule, as the case may be.

Specific definitions:

(a) *Electronic Transaction Rule* means the standards for processing Standard Transactions and Code Sets at 45 CFR Parts 160 and 162.

(b) *Individual* has 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).

(c) *Personal Information (PI)* means any data in whatever format that is subject to federal or state laws requiring the safeguarding of, and regulating and restricting access, collection, use, disclosure, processing, destruction, and free movement of individually identifiable personal information.

(d) *Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160-164.

(e) *Protected Health Information (PHI)* has the same meaning as the term “protected health information” in 45 CFR §160.103, including electronic protected health information, but limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) *Secretary* means the Secretary of the Department of Health and Human Services or his designee.

(g) *Security Rule* means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160-164.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate agrees to not use or disclose PHI or PI other than as permitted or required by this Agreement or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI and PI other than as provided for by this Agreement. In addition, Business Associate agrees to implement administrative, physical and technical safeguards consistent with the requirements of the Security Rule that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate will comply with the Privacy Rule and



the Security Rule to the extent required under Subpart C of 45 CFR Part 164 with respect to electronic PHI, and the Final Rule, which shall include but not be limited to 45 CFR Sections 164.308, 164.310, 164.312 and 164.316.

(c) Business Associate agrees to report to Covered Entity (i) any use or disclosure of PHI not provided for by this Agreement, (ii) any Security Incident, (iii) any Breach of Unsecured Protected Health Information, or (iv) any unauthorized acquisition or access to PI, as soon as possible, but not later than 48 hours following the date it becomes aware of such use or disclosure, Security Incident, Breach or unauthorized acquisition or access.

(d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI or PI received from, or created or received by Business Associate on behalf of, covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(e) Business Associate agrees to provide access, at the request of Covered Entity and in a reasonable time and manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to enable Covered Entity to meet the requirements under 45 CFR §164.524.

(f) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner as required under the Privacy Rule.

(g) Business Associate agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI and PI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity or the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.

(h) Business Associate agrees to document such disclosures of PHI 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 PHI in accordance with 45 CFR §164.528.

(i) Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with the preceding paragraph (i), to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(j) If Business Associate conducts any Standard Transaction for or on behalf of Covered Entity, Business Associate shall comply with the requirements under the Electronic Transaction Rule.

(k) To the extent Business Associate receives PI from Covered Entity, or on behalf of Covered Entity, it shall collect, maintain, process, handle, use, disclose and destroy all PI in compliance with all applicable data privacy and protection laws and maintain a comprehensive data privacy and security program, which shall include appropriate administrative, physical, technical and organizational measures to safeguard such data against the unauthorized access, possession, use, knowledge, process, disclosure, destruction, loss, alteration or theft, and which shall be no less rigorous than generally accepted privacy and security standards in the industry.

(l) To the extent any Breach of Unsecured PHI or unauthorized acquisition or access to PI is attributable to a breach of the obligations under this Agreement by Business Associate, Business Associate shall bear the costs incurred by Covered Entity to the extent it is necessary for Covered Entity to comply with its legal obligations relating to such breach, which shall include without limitation the following costs reasonably incurred by Covered Entity in responding to such incident: (1) investigating the incident, including the cost of third-party experts; (2) preparing and distributing notifications to affected individuals, including the cost of third-party experts and other vendors; (3) providing notice to government agencies, credit bureaus, and/or other required entities; (4) providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months, unless a longer period is required by law; (5) call center support for such affected individuals for a specific period not to exceed thirty (30) days from the date the breach notification is sent to such affected individuals; and (6) any other measures required under applicable law or by contract.

(m) Business Associate agrees that all of its employees, agents, representatives and workforce members whose services may be used to fulfill its obligations under this Agreement shall be appropriately informed of the existence and terms of this Agreement, and trained as appropriate.

(n) To the extent Business Associate receives, stores, processes or otherwise deals with any patient records from the Covered Entity that are entitled to protection under the federal regulations issued at 42 CFR Part 2, it agrees to be bound by those regulations. In addition, if necessary, Business Associate will resist in judicial proceedings any efforts to obtain access to such patient records except as permitted by 42 CFR Part 2.

(o) Except for payments from Covered Entity for services performed pursuant to this Agreement and the Services Agreement, Business Associate may not directly or indirectly receive remuneration in exchange for PHI or PI.

(p) Business Associate may not use or disclose PHI or PI for research or marketing purposes without first receiving prior written approval from the Covered Entity and obtaining the necessary authorization from the affected individuals.

(q) If applicable, Business Associate agrees to implement an Identity Theft Monitoring Policy and Procedure, consistent with the requirements of the "Red Flags" rule adopted by the Federal Trade Commission.

PERMITTED USES AND DISCLOSURES BY SUBCONTRACTOR

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Engagement Letter dated November 11th, 2022 ("Services Agreement"), provided that such use or disclosure would not violate (i) the Privacy Rule if done by Covered Entity or (ii) the minimum necessary policies and procedures of the Covered Entity supplied to Business Associate.

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) disclosures are required by Law, or (ii)(A) 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 (ii)(B) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate shall notify Covered Entity in advance of any such disclosure.

(c) Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity upon its receipt of a request for use or disclosure of PHI or PI with which Business Associate believes it is required by law to comply. Business Associate shall provide Covered Entity with a copy of such request, shall consult and cooperate with Covered Entity concerning the proper response to such request and shall provide Covered Entity with a copy of any information disclosed pursuant to such request.

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

OBLIGATIONS OF COVERED ENTITY

Provisions for Covered Entity to Inform Subcontractor of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity's notice of privacy practices of which it is aware, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI of which it is aware, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI 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 PHI.

TERM AND TERMINATION

(a) *Term.* This Agreement shall have the same effective date as the Services Agreement, and shall terminate when all of the PHI and PI 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 PHI and PI as determined by Business Associate, protections are extended to such information, in accordance with the termination provisions in this Section, subject to any record retention requirements under the Agreement or required by law.

(b) *Termination for Cause.* Upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:

(1) Provide an opportunity for breaching party to cure the breach or end the violation and terminate this Agreement and the underlying services agreement, if any, if the breaching party does not cure the breach or end the violation within a reasonable time specified by the non-breaching party; or

(2) Immediately terminate this Agreement and the underlying services agreement, if any, if the breaching party has breached a material term of this Agreement and, in the non-breaching party's sole discretion, cure is not possible.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI and PI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and PI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and PI.

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

MISCELLANEOUS

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

(b) *Amendment.* In the event that additional standards are promulgated, or any existing standards are amended, including without limitation the Privacy Standards, Security Standards, and the Transactions and Code Sets Standards, 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 HIPAA, or any applicable state law, as amended. Except as herein otherwise provided, no amendment or modification of, or supplement to, this Agreement shall be binding unless duly executed in writing by each of the parties hereto.

(c) *Survival.* The respective rights and obligations of Business Associate under the Section of this Agreement entitled "Effect of Termination" 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 Electronic Transaction, Privacy or Security Rule.

(e) *Right of Audit.* The Covered Entity shall have the right at all reasonable times and upon reasonable notice to Business Associate to audit and examine the records of the Business Associate

insofar as such examination directly relates to, and is limited by, the Business Associate's obligations as set forth under this Agreement. Such audits may involve examinations of a representative portion of uses and disclosures of PHI and PI, as well as a review of the safeguards implemented by the Business Associate to protect PHI and PI. The Covered Entity shall bear all reasonable expenses of the audit.

(f) *Indemnification.* In the event either party to this Agreement, or its agents are made parties to any judicial or administrative proceeding relating to claims arising in whole or in part out of the alleged or actual negligent or unlawful performance by the other party (the Indemnifying Party) or its employees, agents or subcontractors of any of the Indemnifying Party's obligations under this Agreement, the Indemnifying Party shall indemnify, defend and hold the other party harmless for any and all judgments, settlements, damages and costs (including without limitation: reasonable attorneys' fees and civil penalties under the Privacy and Security Rules, or applicable state law) which the other party incurs or pays in connection therewith, except that the Indemnifying Party shall not be required to reimburse the other party for such amounts if the liability is due to such other party's negligence, fraud or criminal conduct, or that of its employees, agents or subcontractors.

(g) *Counterparts.* This Agreement may be signed in counterparts, which together will constitute one agreement.

(h) *Successors and Assigns.* This Agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that any such assignment shall not be effective absent the consent of the non-assigning party which shall not unreasonably withheld or delayed.

(i) *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than parties and their respective successors or assigns, any rights, remedies or obligations whatsoever.

(j) *Governing Law.* This Agreement will be governed by and interpreted in accordance with the laws of New York, without regard to principles of conflicts of law. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in state or federal courts located in New York, and each party irrevocably submits to the sole and exclusive jurisdiction of these courts *in personam*, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other party.

(k) *Entire Agreement.* This Agreement sets forth the full and complete understanding of the parties hereto with regard to its subject matter. This Agreement supersedes and replaces all prior agreements and understandings between the parties concerning this subject matter. In the event of any conflict between this Agreement and any other agreement between the parties concerning this subject matter, this Agreement shall govern.

(l) *Waiver.* The failure of the Business Associate or Covered Entity to object or to take affirmative action with respect to any conduct of the other which is in violation of this Agreement shall not be construed as a waiver of that violation or any prior or future violations of this Agreement.

(m) *Headings.* The sections and subsections headings used herein are for reference and convenience only, and shall not enter into the interpretation thereof.

(n) *Notices.* Any notice which is to be given by one party to the other under this Agreement will be given in writing and delivered to the address of the other party set out below or any other address specified subsequently. A notice will be effective upon receipt thereof by the other party. Either party may change its address for service by giving notice to the other party in accordance with this paragraph.

If to Business Associate:

The Law Offices of Craig P. Curcio
384 Crystal Run Road, STE 202
Middletown, NY 10941

Attn: Craig Curcio

If to Covered Entity:

LaGrange Fire District
504 Freedom Plains Road
Poughkeepsie, NY 12603

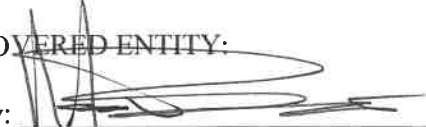
Attn: Tim O'Connor

(o) *Nature of relationship.* No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between the Covered Entity and the Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement and the underlying agreements. None of the parties nor any of their respective representatives shall be construed to be the agent, employer, or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either the Covered Entity or Business Associate that Business Associate constitute an "agent" under such common law.

(p) *Cooperation.* Business Associate will fully cooperate with Covered Entity and render such assistance as may be reasonably required in the event of litigation or administrative proceedings with respect to any violation or claimed violation of the HIPAA Privacy and Security Standards, related laws, or state breach notification laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date identified above.

COVERED ENTITY:

By: 
Name: MICHAEL T. BENENATI
Title: EMS ADMINISTRATOR
Date: 12-1-2022

BFC 11-29-2022

BUSINESS ASSOCIATE:

By: _____
Name: _____
Title: _____
Date: _____