

August 14, 2007

Honorable Mayor and Members
The Hermosa Beach City Council

Regular Meeting of
August 14, 2007

**LOS ANGELES COUNTY CARDIAC CARE PROGRAM AGREEMENT
AMENDMENT NO.1**

RECOMMENDATION

Staff recommends that council:

1. Approve the agreement amendment with the Los Angeles County Department of Health Services- emergency Medical services Agency, and
2. Authorize the City Manager to sign the agreement amendment, and
3. Appropriate \$16,949.26 for the reimbursable purchase of the equipment, and
4. Approve estimated revenue of \$16,949.26 from the County of Los Angeles.

BACKGROUND

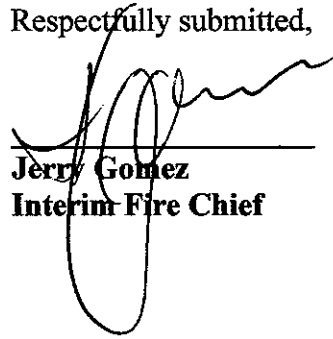
On October 10, 2006, council approved entering into a cardiac care program and training agreement with Los Angeles County Health Services that involved the reimbursable purchase of (3) ALS 12 lead EKG equipment and training. On June 19, 2007 the County of Los Angeles Board of Supervisors adopted an amendment that allows the County to reimburse participating fire departments for the purchase of one additional 12-lead EKG machine if purchased by September 30, 2007.

The fire department can immediately utilize this 12 lead EKG machine on Engine 13 which currently is not equipped with a 12 lead EKG machine.

FISCAL IMPACT

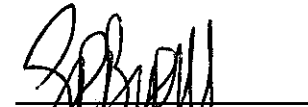
The 12-lead EKG machine cost is \$16,949.26 will be reimbursed by the County of Los Angeles within (90) days of receipt of invoice per the agreement. There is no cost to the city for this program amendment.

Respectfully submitted,



Jerry Gomez
Interim Fire Chief

Concur:



Stephen Burrell
City Manager

Noted for Fiscal Impact:



Viki Copeland
Finance Director



Health Services
LOS ANGELES COUNTY

July 25, 2007

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**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

Robert G. Splawn, MD
Senior Medical Director

Russell Tingley
Fire Chief
Hermosa Beach Fire Department
540 Pier Avenue
Hermosa Beach, California 90254

**RE: CARDIAC CARE PROGRAM EQUIPMENT AGREEMENT,
AMENDMENT NO. 1**

Attached are four copies of the above referenced Amendment which was adopted by the County of Los Angeles Board of Supervisors on June 19, 2007. This Amendment allows the County to reimburse your Department for the purchase of one additional 12-Lead EKG machine, if purchased by September 30, 2007.

Please obtain the signature of your City Manager on three copies of the Amendment with an original signature. Retain the "Advance Copy" for your records until a fully executed copy is made available. Return three Amendments with the City Manager's original signature as soon as possible to the following address:

Contracts and Grants Division
313 N. Figueroa Street
Sixth Floor East
Los Angeles, CA 90012


Tel: (213) 240-7723
Fax: (213) 250-2958

County of Los Angeles - Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
6th Floor-East
Los Angeles, CA 90012
ATTENTION: Anna Farias

*To improve health
through leadership,
service and education*

Please contact me at (213) 240-8170 if you have any questions.

Very truly yours,


Anna Farias
Contract Administrator
Contracts and Grants Division

www.ladhs.org

Enclosures (4)



CARDIAC CARE PROGRAM EQUIPMENT AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CITY OF HERMOSA BEACH
FIRE DEPARTMENT
(hereafter "Provider").

WHEREAS, reference is made to that certain document
entitled "CARDIAC CARE PROGRAM EQUIPMENT AGREEMENT", dated
September 5, 2006, and further identified as County Agreement
No. H-702580 (hereafter referred to as "Agreement"); and

WHEREAS, the Department of Health Services' Emergency
Medical Services (EMS) Agency has agreed to reimburse Provider
for the cost of the initial purchase of 12-Lead EKG equipment
and the initial training associated with the equipment's use,
unless previously funded by other grant funds; and

WHEREAS, both parties wish to extend the period of purchase
for 12-Lead electrocardiogram (EKG) units; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon the date of Board approval.

2. Paragraph 2, TERM, of Agreement shall be deleted in its entirety and replaced with the following:

" The term of this Agreement shall commence upon Board approval and shall continue in full force and effect to and including September 30, 2007.

In any event, this Agreement may be canceled at any time by either party by the giving of at least thirty (30) calendar days advance written notice thereof to the other party."

3. Subparagraph "B" of Paragraph 4, REIMBURSEMENT FOR 12-LEAD EKG PURCHASE, of Agreement shall be deleted in its entirety and replaced with the following:

"B. Reimbursement shall be made by County to Provider within ninety (90) days of receipt of a complete and correct invoice from Provider for the initial purchase of 12-Lead EKG equipment in accordance with the rate of reimbursement specified hereunder. Reimbursement by County to Provider shall be limited to the purchase of one (1) 12-Lead EKG machine per approved ALS Unit, to be purchased by

Provider no later than September 30, 2007. County's reimbursement to Provider shall not exceed a total maximum amount of Seventeen Thousand Dollars (\$17,000) per 12-Lead EKG machine, excluding any vendor credit for exchange of existing EKG equipment. All vendor credit for exchange of existing equipment for new 12-Lead EKG equipment shall be applied to the purchase cost prior to County's reimbursement to Provider. Notwithstanding the foregoing, the County shall not reimburse Provider for the purchase of a 12-Lead EKG machine if Provider has already received funding from a grant or any other third party source to offset the cost of such machine."

4. Subparagraph "C" of Paragraph 4, REIMBURSEMENT FOR 12-LEAD EKG PURCHASE, of Agreement shall be deleted in its entirety and replaced with the following:

"REIMBURSEMENT FOR INITIAL TRAINING: Reimbursement shall be made by County to Provider within ninety (90) days of receipt of a complete and correct invoice from Provider for initial training of Provider's paramedic and EMT personnel in the use of 12-Lead EKG equipment. Such invoice must include rosters from initial training that identify each attendee, each attendee's classification

(paramedic or EMT), date of training, and total hours of initial training. Reimbursement by County to Provider shall be limited to the initial training completed no later than September 30, 2007, and as described herein. County's reimbursement to Provider shall not exceed a total maximum amount of Forty-Five Dollars (\$45.00) per hour of initial training per attendee, limited to one category of training per attendee, for the following maximum hours:

<u>TRAINING CATEGORY</u>	<u>ATTENDEE</u>	<u>MAXIMUM HOURS</u>
ACLS (includes 12-Lead EKG training)	Paramedic	16
	- OR -	
12-Lead EKG	Paramedic	6
	- OR -	
12-Lead EKG	EMT	2"

5. Subparagraph "D" of Paragraph 4, REIMBURSEMENT FOR 12-LEAD EKG PURCHASE, of Agreement shall be deleted in its entirety and replaced with the following:

"D. Reimbursement by County to Provider shall be made in the order that invoices are received from all Providers under this Agreement and any Amendments hereto (first-come, first-served basis). Providers that have not received previous grant funding for reimbursement of expenditures

described in Section 4, Subparagraph A of this Agreement, shall have priority for reimbursement. Reimbursement shall be made by County to Provider for 12-Lead EKG equipment purchased by Provider no later than September 30, 2007, and for initial training of Provider's paramedic and EMT personnel on the use of such equipment that is completed no later than September 30, 2007."

6. Subparagraph "A" of Paragraph 5, RESPONSIBILITIES OF PROVIDER RELATING TO THE PURCHASE OF 12-LEAD EKG EQUIPMENT AND TRAINING, of Agreement shall be deleted in its entirety and replaced with the following:

"A. Provider shall be responsible for the selection of a vendor and the initial procurement of 12-Lead EKG equipment under the terms of the group purchase plans developed by the Los Angeles Chapter of the California Fire Chiefs Association. Provider agrees to equip each approved ALS Unit within its agency with each 12-Lead EKG machine purchased under terms of this Agreement. Purchase of said equipment must be made by Provider no later than September 30, 2007, to qualify for reimbursement by County."

7. Subparagraph "B" of Paragraph 5, RESPONSIBILITIES OF PROVIDER RELATING TO THE PURCHASE OF 12-LEAD EKG EQUIPMENT AND TRAINING, of Agreement shall be deleted in its entirety and replaced with the following:

"B. Provider shall coordinate and arrange for the initial training of paramedic and EMT personnel in the use of 12-Lead EKG equipment. Such training must be completed no later than September 30, 2007, to qualify for reimbursement by County."

8. Subparagraph "F" of Paragraph 5, RESPONSIBILITIES OF PROVIDER RELATING TO THE PURCHASE OF 12-LEAD EKG EQUIPMENT AND TRAINING, of Agreement shall be deleted in its entirety and replaced with the following:

"F. Provider shall be responsible for: (1) all maintenance of 12-Lead EKG equipment purchased under terms of this Agreement and beyond, (2) expenditure for purchase of all replacement 12-Lead EKG equipment, (3) expenditure for additional and/or future 12-Lead EKG equipment purchased after September 30, 2007, and (4) expenditure for training on the use of 12-Lead EKG equipment that occurs after September 30, 2007."

9. Paragraph 8, MAXIMUM COUNTY OBLIGATION, of Agreement shall be deleted and replaced by the following:

"8. MAXIMUM COUNTY OBLIGATION: County has allocated a maximum total amount of Four Million Dollars (\$4,000,000) for reimbursement of allowable costs incurred by all Providers under terms of this Agreement and any Amendments hereto. The parties acknowledge that this funding is comprised by revenue generated by Measure B, Preservation of Trauma Centers and Emergency Medical Services annual special tax as allocated by the County Board of Supervisors (Measure B Trauma Property Assessment [TPA] Funds). The parties further acknowledge that, following all due payment by County to all Providers under terms of this Agreement and any Amendments hereto, any Measure B TPA funds unused at the termination of this Agreement shall remain in the Measure B Special Fund, pending additional use subject to approval by the County Board of Supervisors."

10. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services or his designee, and Provider has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

CITY OF HERMOSA BEACH
FIRE DEPARTMENT

COUNTY OF LOS ANGELES

By 
Stephen Burrell
City Manager
City of Hermosa Beach

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

APPROVED AS TO PROGRAM:
Department of Health Services

By _____
Cathy Chidester, Acting Director
Emergency Medical Services Agency

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division