

CARDIAC CARE PROGRAM EQUIPMENT AGREEMENT

AMENDMENT NO. 1

30402

THIS AMENDMENT is made and entered into this 19th day
of June, 2007,

by and between

and

COUNTY OF LOS ANGELES
(hereafter "County"),

CITY OF LONG BEACH
(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-702671 (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 INITIAL TRAINING, 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 LONG BEACH

COUNTY OF LOS ANGELES

By Christine F. Sheppis
Anthony W. Batts
City Manager

ASSISTANT

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

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:
Department of Health Services

By _____
Robert E. Shannon
City Attorney

By Cathy Chidester
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
Cara O'Neill, Chief
Contracts and Grants Division

APPROVED AS TO FORM
September 6, 2007
ROBERT E. SHANNON, City Attorney
By Ray J. Wilson
DEPUTY CITY ATTORNEY