

Contract No. H-702671

30402

CARDIAC CARE PROGRAM EQUIPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 5th day
of September, 2006,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CITY OF LONG BEACH
(hereafter "Provider")

WHEREAS, pursuant to the authority granted under the
Emergency Medical Services System and the Prehospital Emergency
Medical Care Personnel Act (Health and Safety Code, sections
1797, et. seq.), ("Act") County has established and maintains an
Advanced Life Support ("ALS") system providing services
utilizing Emergency Medical Technicians-Paramedics (hereafter
"paramedics") for the delivery of emergency medical care to the
sick and injured at the scene of an emergency, during transport
to a general acute care hospital, during interfacility transfer,
while in the emergency department of a general hospital, until
care responsibility is assumed by the regular staff of that

hospital, and during training within the facilities of a participating general acute care hospital; and

WHEREAS, under the Act County has designated its Department of Health Services (hereafter "DHS") as the local Emergency Medical Services Agency (hereafter "EMS Agency"); and

WHEREAS, the EMS Agency approves paramedic provider agencies, to render through licensed and accredited paramedic personnel, ALS level patient care in accordance with policies and procedures established by the EMS Agency and the State Emergency Medical Services Authority; and

WHEREAS, the Long Beach Fire Department (hereafter "Provider") is an approved primary provider of prehospital emergency medical services with the City of Long Beach, and is staffed with certified Emergency Medical Technician-Is ("EMT") and licensed and accredited paramedics; and

WHEREAS, under Title 22, California Code of Regulations sections 100144 and 100169, the Medical Director of the local EMS Agency ("Medical Director") may approve policies and procedures allowing a paramedic to initiate a 12-Lead electrocardiogram (12-Lead EKG) on a patient experiencing chest pain in the prehospital setting, provided that continuous

quality improvement ("CQI") measures are in place as specified in section 100167 of such regulations; and

WHEREAS, the EMS Agency has established a systemwide CQI program as defined and required under Title 22, California Code of Regulations sections 100136 and 100172; and

WHEREAS, the Medical Director, in consultation with the Cardiac Technical Advisory Group, has approved and recommended Countywide implementation of 12-Lead EKGs for prehospital emergency medical care, and the addition of 12-Lead EKG equipment to the ALS Unit Inventory; and

WHEREAS, Provider desires to utilize 12-Lead EKG equipment for Provider ALS units in accordance with prehospital emergency medical care policies and procedures established by the local EMS Agency; and

WHEREAS, the EMS Agency agrees 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, the parties agree to cooperate with each other and with paramedic base hospitals within the County for the development and implementation of approved ST Elevation Myocardial Infarction (STEMI) Receiving Centers which will serve

as a destination for 9-1-1 patients who are experiencing a STEMI as determined by a 12-Lead EKG administered in the field by an ALS Unit; and

WHEREAS, County's authority for this Agreement is found in Health and Safety Code section 1797.252, Title 22, California Code of Regulations section 100169, and Government Code section 26227; and

WHEREAS, the parties agree that Provider does not waive its "grandfather" status, if applicable, under California Health and Safety Code section 1797.201, and that this agreement is solely for the purpose of establishing terms and conditions of reimbursement by County to Provider for the initial purchase of 12-Lead EKG equipment and associated training, and does not impact any of Provider's present or future rights under Health and Safety Code section 1797.201.

NOW, THEREFORE, the parties agree as follows:

1. BASIS AND PURPOSE: The basis of this Agreement is the desire and intention of the EMS Agency to cooperate in the operations of each party's component of the emergency medical care delivery system, consistent with each party's other health services activities and fiscal requirements and the duties and responsibilities of the County and its EMS Agency. The

Agreement's purpose is to establish, in a manner reflective of such cooperative basis, the designated rules, duties and responsibilities of the parties with respect to the matters addressed herein.

2. TERM: The term of this Agreement shall commence upon Board approval and shall continue in full force and effect to and including June 30, 2007.

In any event, this Agreement may be canceled at any time by either party by the giving of at least one-hundred-eighty (180) calendar days advance written notice thereof to the other party.

3. ADMINISTRATION: The Director of DHS or designee shall have the authority to administer this Agreement and subsequent amendments, if any, on behalf of County. The Provider's Fire Chief or designee is authorized to administer this Agreement and subsequent amendments, if any, on behalf of Provider.

4. RESPONSIBILITIES OF THE COUNTY RELATING TO THE PURCHASE OF 12-LEAD EKG EQUIPMENT AND TRAINING:

A. County agrees to reimburse Provider for the initial purchase of 12-Lead EKG equipment and for the initial training of paramedic and EMT personnel in the use of 12-Lead EKG equipment, at the rates and per terms specified in Subparagraphs B and C, hereinbelow.

B. REIMBURSEMENT FOR 12-Lead EKG PURCHASE:

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 December 31, 2006. 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.

C. 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 June 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

D. Reimbursement by County to Provider shall be made in the order that invoices are received from all Providers

under this Agreement (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 December 31, 2006, and for initial training of Provider's paramedic and EMT personnel on the use of such equipment that is completed no later than June 30, 2007.

5. RESPONSIBILITIES OF PROVIDER RELATING TO THE PURCHASE OF 12-LEAD EKG EQUIPMENT AND TRAINING:

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 December 31, 2006, to qualify for reimbursement by County.

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 June 30, 2007, to qualify for reimbursement by County.

C. Provider shall submit an invoice to County that clearly reflects and provides reasonable details for said purchase of 12-Lead EKG equipment. Reimbursement by County will be subject to the terms as set forth in Section 4, Subparagraphs B, C, and D of this Agreement. Invoice(s) shall be forwarded by Provider to the EMS Agency, 5555 Ferguson Drive, Suite 220, Commerce, California 90022. All invoices shall be submitted by Provider to County within thirty (30) days after purchase of said EKG equipment, with respect to the purchase deadline as set forth in Section 5, Subparagraph A of this Agreement.

D. Provider shall submit an invoice to County that clearly reflects and provides reasonable details of the initial training of paramedics and EMT personnel on the use of 12-Lead EKG equipment. Reimbursement by County will be subject to the terms set forth in Section 4, Subparagraphs C and D of this Agreement. Invoice(s) shall include roster(s) from initial training that identify each attendee, each attendee's classification (paramedic or

EMT), date of training, and total hours of initial training per attendee. Invoice(s) shall be forwarded by Provider to the EMS Agency, 5555 Ferguson Drive, Suite 220, Commerce, California 90022. Invoice(s) shall be submitted by Provider to County within thirty (30) days after training is completed, with respect to the training deadline as set forth in Section 5, Subparagraph B of this Agreement.

E. Provider shall submit upon request by the EMS Agency, accurate and complete data pertaining to prehospital emergency medical care of STEMI patients.

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 December 31, 2006, and (4) expenditure for training on the use of 12-Lead EKG equipment that occurs after June 30, 2007.

G. Provider agrees to utilize any 12-Lead EKG equipment subject to this Agreement in a manner consistent with standards, policies, and procedures of the EMS Agency. Provider agrees that in such utilization it shall provide

prehospital care as needed without regard to a person's ability to pay.

6. INDEPENDENT CONTRACTOR STATUS: This Agreement is by and between County and Provider and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between County and Provider. Provider understands and agrees that all the Provider employees performing services on behalf of Provider under this Agreement are, for the purposes of worker's compensation liability, employees solely of Provider and not of County.

7. INDEMNIFICATION: Each party (Indemnifying Party) shall indemnify, defend, and hold harmless the other, and the other's Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, fees, actions, costs and expenses (including attorney and expert witness fees) arising from or connected with the Indemnifying Party's acts and/or omissions arising from and/or relating to this Agreement.

8. MAXIMUM COUNTY OBLIGATION: County has allocated a maximum total amount of Four Million Dollars (\$4,000,000.00) for reimbursement of allowable costs incurred by all Providers under

terms of this Agreement. 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, 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.

9. MERGER PROVISION: The body of this Agreement, and any exhibits attached hereto, fully express all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

10. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability

Act of 1996 and its implementing regulations ("HIPAA").

Provider understands and agrees that as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Provider understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Provider's behalf. Provider has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Provider's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Provider and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

11. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. The Medical Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by one party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

1. Department of Health Services
Emergency Medical Services Agency
5555 Ferguson Drive, Suite 220

Commerce, California 90022

Attention: Director

2. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Attention: Division Chief

3. Auditor-Controller
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 525
Los Angeles, California 90012

Attention: Director

- B. Notices to Provider shall be addressed as follows:

Long Beach Fire Department
2990 Redondo Avenue
Long Beach, California 90806

Attention: Alan Patalano, Deputy Chief

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

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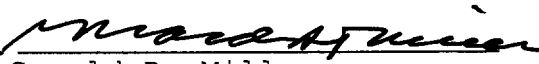
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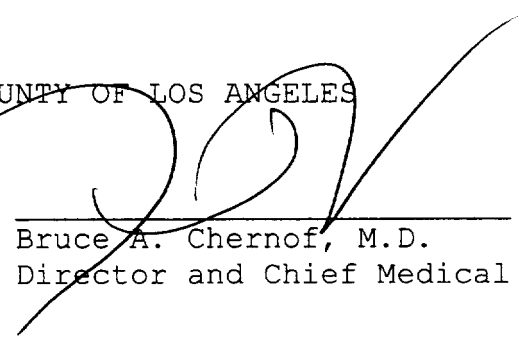
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Director of Health Services and Provider on its behalf by its duly authorized officer, the day, month, and year first above written.

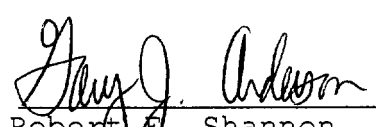
CITY OF LONG BEACH

COUNTY OF LOS ANGELES

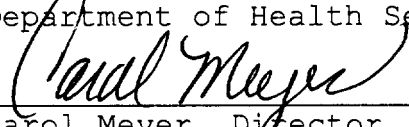
By 
Gerald R. Miller
City Manager

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

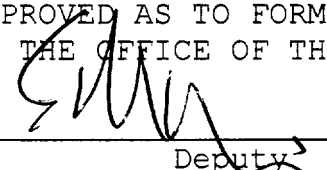
APPROVED AS TO FORM:

By 
Robert E. Shannon
City Attorney

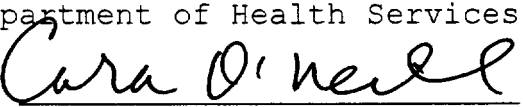
APPROVED AS TO PROGRAM:
Department of Health Services

By 
Carol Meyer, Director
Emergency Medical Services Agency

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL


Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services
By 
Cara O'Neill, Chief
Contracts and Grants Division