

COUNCIL MEETING
August 28, 2007

Executive Summary

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Fire Department – Approve Amendment to Cardiac Care Program Equipment Agreement and authorize purchase of monitor defibrillators. Expenditure: \$33,501.21.

RECOMMENDATION

The Fire Chief recommends that the City Council:

- 1) Approve an Amendment to Cardiac Care Program Equipment Agreement with County of Los Angeles (C2006-223) to extend the term of the Agreement through September 30, 2007 and appropriate the amount of \$33,501.21 (FEAP-627); and
- 2) Authorize a purchase order be issued to ZOLL Medical Corporation in the amount of \$33,501.21 for the sole-source purchase of two E Series 12-lead monitor defibrillators.

SUMMARY

This is a request to amend the Cardiac Care Program Equipment Agreement with County of Los Angeles (C2006-223) extending the term of the Agreement through September 30, 2007 and to approve the purchase of two defibrillators. The Amendment, allows the County to reimburse the City of Torrance for the purchase of two additional 12-Lead EKG defibrillators if purchased by September 30, 2007. This is the first Amendment to the Agreement.

The original Cardiac Care Program Equipment Agreement with County of Los Angeles (C2006-223) was entered into as of September 5, 2006. The Agreement allows County to reimburse the City of Torrance for the cost of the initial purchase of 12-lead EKG equipment and the initial training associated with the equipment's use. It was approved by the Torrance City Council on November 21, 2006 along with the purchase of ten E Series 12-lead monitor defibrillators and the initial training of Torrance Fire Paramedics and Emergency Medical Technicians (EMT) in the use of 12-lead EKG equipment. The Agreement's term was through June 30, 2007.

The Torrance Fire Department has already purchased and placed in service ten E series 12-lead monitor defibrillators. The total cost was \$168,406.05. The

reimbursement from Los Angeles County was received in April 2007. An in-house training in the use of the equipment for the firefighter/paramedics and the EMTs was also conducted and reimbursement in the amount of \$16,740 was received in July 2007.

All thirteen monitor defibrillators that the Torrance Fire Department currently uses are from ZOLL Medical Corporation. Ten of them are the E Series monitor defibrillators purchased and reimbursed through the Cardiac Care Program Equipment Agreement. The remaining three are M Series monitor defibrillators. With the purchase/replacement of the two additional defibrillators, the Department will have twelve E Series monitor defibrillators.

ZOLL Medical Corporation will sell the equipment at a negotiated price from Los Angeles County bid, which is substantially lower than the regular price (\$28,000) of the E Series defibrillator. The price with trade-in of the old unit, tax, and shipping is \$16,750.61. (The Agreement specifies a maximum reimbursement rate of \$17,000 per 12-lead EKG machine.) Staff believes that the sole-source purchase exception, Section 22.3.17 of the Torrance Municipal Code, applies to the purchase of two E Series monitor defibrillators.

Respectfully submitted,

RICHARD V. BONGARD
Fire Chief

Neli Mileva
By Neli Mileva
Administrative Analyst

CONCUR:

[Signature]
Richard V. Bongard
Fire Chief

[Signature]
LeRoy J. Jackson
City Manager

COUNCIL MEETING
August 28, 2007

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Fire Department – Approve an Amendment to Cardiac Care Program Equipment Agreement with County of Los Angeles (C2006-223) and authorize the purchase of two ZOLL monitor defibrillators. Expenditure: \$33,501.21.

RECOMMENDATION

The Fire Chief recommends that the City Council:

- 1) Approve an Amendment to Cardiac Care Program Equipment Agreement with County of Los Angeles (C2006-223) to extend the term of the Agreement through September 30, 2007 and appropriate the amount of \$33,501.21 (FEAP-627); and
- 2) Authorize a purchase order be issued to ZOLL Medical Corporation in the amount of \$33,501.21 for the sole-source purchase of two E Series 12-lead monitor defibrillators.

Funding

Funding is available in FEAP-627 to be reimbursed by Los Angeles County per the attached Cardiac Care Program Equipment Agreement (Attachment D) and Amendment No. 1 to the Agreement (Attachment A) and the attached Letter from Cathy Chidester, Acting Director of Los Angeles County EMS Agency (Attachment C).

BACKGROUND

This is a request to amend the Cardiac Care Program Equipment Agreement with County of Los Angeles (C2006-223) extending the term of the Agreement through September 30, 2007 and to approve the purchase of two defibrillators. The Amendment, which was adopted by the County of Los Angeles Board of Supervisors on June 19, 2007, allows the County to reimburse the City of Torrance for the purchase of two additional 12-Lead EKG defibrillators if purchased by September 30, 2007. This is the first Amendment to the Agreement.

The original Cardiac Care Program Equipment Agreement with County of Los Angeles (C2006-223) was entered into as of September 5, 2006. The Agreement allows County to reimburse the City of Torrance for the cost of the initial purchase of 12-lead EKG equipment and the initial training associated with the equipment's use. It was approved by the Torrance City Council on November 21, 2006 along with the purchase of ten E Series 12-lead monitor defibrillators and the initial training of Torrance Fire Paramedics and Emergency Medical Technicians (EMT) in the use of 12-lead EKG equipment. The Agreement's term was through June 30, 2007.

On September 5, 2006, recognizing the importance of the early diagnosis of 9-1-1 patients with acute myocardial infarction (heart attack), the Los Angeles County Board of Supervisors approved the ST Elevation Myocardial Infarction (STEMI) Receiving Center Program. The goal of this program is to identify 9-1-1 cardiac patients experiencing a STEMI in the prehospital setting and transport them to an approved STEMI Receiving Center (SRC) for definitive diagnosis and treatment. Each advanced life support (ALS) unit must be equipped with 12-lead EKG capability and staffed with paramedics trained in its use.

In order to ensure 12-lead EKG capability in prehospital care for 9-1-1 patients in Los Angeles County, the Board of Supervisors approved the Cardiac Care Program Equipment Agreements to provide reimbursement for the initial purchase of the equipment and training costs for paramedic first responders in local fire departments. A total of \$4 million in Measure B Trauma Property Assessment (TPA) funding was approved to reimburse the paramedic service provider agencies for the initial equipment purchase and for the initial training of paramedic and EMT personnel.

The Agreement (C2006-223) between the City of Torrance and Los Angeles County specifies a maximum reimbursement rate of \$17,000 per 12-lead EKG machine and \$45 per hour per attendee for training as well as the maximum hours of training allowed for paramedics (6 hours per person) and for EMTs (2 hours per person). The number of approved Torrance units (4 ALS units and 6 assessment units), for which the City is to be reimbursed and the number of approved personnel to be trained was stated in a letter from Carol Meyer, Director of Los Angeles County EMS Agency (Attachment E).

The Torrance Fire Department has already purchased and placed in service ten E series 12-lead monitor defibrillators. The total cost was \$168,406.05. The reimbursement from Los Angeles County was received in April 2007. During the same month, the Department hired a consultant to conduct an in-house training in the use of the equipment for the firefighter/paramedics and the EMTs. The rosters from the training of 46 firefighter/paramedics and 94 EMTs were sent to County and reimbursement in the amount of \$16,740 (46 PMs x 4hrs x \$45/per hr and 94 EMTs x 2 hrs x \$45/hr) was received in July 2007.

The Amendment to the Cardiac Care Program Agreement must be executed by the City in order to qualify for the purchase of the two additional defibrillators. To be reimbursed, the equipment has to be purchased by September 30, 2007.

ANALYSIS

The E Series is the newest model monitor defibrillator from ZOLL Medical Corporation that incorporates the latest advances in the cardiac care equipment: 12-lead EKG monitoring, automatic or manual defibrillation, cardiac pacing (assisting a heart which is beating abnormally slow), non-invasive blood pressure monitoring, oxygen saturation monitoring, end-tidal carbon dioxide monitoring, and bluetooth wireless technology for transmission of data on the condition of a patient's heart directly to hospital. Compared to its predecessor, the M Series, the E Series monitor defibrillator is more durable and has an improved screen with EasyRead Tri-Mode Display for use in pitch dark or direct sunlight for better readability and complete views from any angle. It also has built in GPS clock, which captures real actual time and improves data accuracy. The operating differences between the two models are marginal.

All thirteen monitor defibrillators that the Torrance Fire Department currently uses are from ZOLL Medical Corporation. Ten of them are the E Series monitor defibrillators purchased and reimbursed through the Cardiac Care Program Equipment Agreement. The remaining three are M Series monitor defibrillators. With the purchase/replacement of the two additional defibrillators, the Department will have twelve E Series monitor defibrillators placed on all front-line rescue units (including the new 5th rescue unit), all six assessment units, and one to be placed on the reserve rescue. The Department will maintain one M series defibrillator to be used as a back up.

ZOLL Medical Corporation will sell the equipment at a negotiated price from Los Angeles County bid, which is substantially lower than the regular price (\$28,000) of the E Series defibrillator. The price with trade-in of the old unit, tax, and shipping is \$16,750.61. This cost includes, the defibrillator, three lithium ion batteries, one multi-chemistry charger for all types of batteries, a carrying case, Stat pads (1 case, 12 per case), and Pedi pads (1 case, 6 per case). ZOLL also offers at no additional cost an extended 4-year warranty inclusive of 1 Preventative Maintenance check per year (supplementary to the standard one-year warranty).

The rationale for remaining with ZOLL Medical Corporation as supplier of the Fire Department's monitor defibrillators is derived not only from the technical features of their product, but also from the cost savings. The price of the new E Series defibrillators was substantially reduced with the trade-in of the old M Series units. In addition, the Department will continue to use the existing batteries, battery chargers and other accessory equipment and consumable supplies, which remain compatible with the E Series monitor defibrillators.

Staff believes that the sole-source purchase exception, Section 22.3.17 of the Torrance Municipal Code, applies to the purchase of two E Series monitor defibrillators.

SECTION 22.3.17. EXCEPTION; SOLE-SOURCE PURCHASES.

b) For purposes of this Section, "sole-source purchases" means those purchases where it would be undesirable or impossible for the City to advertise for bids for particular work or for patented items, or experimental or unique services or products, or where competitive purchases would be unavailable or would not prove advantageous for the City. No sole-source purchases may be made where to do so would show favoritism, improvidence, extravagance, fraud or corruption, or result in the waste of public funds, but may be used only to obtain the best economic result for the public.

Respectfully submitted,

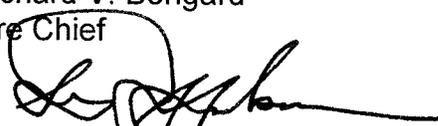
RICHARD V. BONGARD
Fire Chief



By Neli Mileva
Administrative Analyst

CONCUR:

Richard V. Bongard
Fire Chief



LeRoy J. Jackson
City Manager

- Attachments:
- A. Amendment to Cardiac Care Program Equipment Agreement (C2006-223)
 - B. RE: Cardiac Care Program Equipment Agreement, Amendment No. 1, Letter from Anna Farias, Contract Administrator, Contracts and Grants Division, Los Angeles County Health Services, dated July 26, 2007.
 - C. Letter from Cathy Chidester, Acting Director of Los Angeles County EMS Agency, dated August 9, 2007.
 - D. Cardiac Care Program Equipment Agreement (C2006-223)
 - E. Letter from Carol Meyer, Director of Los Angeles County Emergency Medical Services Agency, dated September 21, 2006.

Contract No. H-702564-1

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 TORRANCE
(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-702564 (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

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 TORRANCE
CITY OF TORRANCE,
A Municipal Corporation

COUNTY OF LOS ANGELES

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

Frank Scotto, Mayor

ATTEST:

APPROVED AS TO PROGRAM:
Department of Health Services

Sue Herbers, City Clerk

By _____
Cathy Chidester, Acting Director
Emergency Medical Services Agency

APPROVED AS TO FORM:

By _____
JOHN L. FELLOWS III
City Attorney

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



Health Services
LOS ANGELES COUNTY

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

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

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

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July 26, 2007

Richard Bongard
Fire Chief
Torrance Fire Department
1701 Crenshaw Boulevard
Torrance, California 90501

**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 two additional 12-Lead EKG machines, if purchased by September 30, 2007.

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

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

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

Very truly yours,

Anna Farias
Contract Administrator
Contracts and Grants Division

Enclosures (4)

RECEIVED

JUL 30 2007

TORRANCE FIRE DEPT.



EMERGENCY MEDICAL
SERVICES AGENCY
LOS ANGELES COUNTY

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

Cathy Chidester
Acting Director

William Koenig, MD
Medical Director

5555 Ferguson Drive, Suite 220
Commerce, CA 90022

Tel: (323) 890-7500
Fax: (323) 890-8536

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Health Services
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August 9, 2007

Chief Richard Bongard
Torrance Fire Department
1701 Crenshaw Boulevard
Torrance, CA 90501

Dear Chief Bongard:

I am pleased to announce that on June 19, 2007, the Board of Supervisors approved an amendment to the existing Cardiac Care Program Equipment Agreement that extends the purchase deadline for 12-lead electrocardiogram (ECG) machines to September 30, 2007. This extension allows for the purchase of two additional 12-lead ECG machines for Torrance Fire Department from the Measure B Trauma Property Assessment funds. Due to budget constraints, and because the fire departments completed all 12-lead training by June 30, 2007, no training reimbursement is included.

Attached is the adopted Board letter to be used by your department as verification of the County's intent to reimburse your department up to \$17,000 each for the purchase of **two** 12-lead ECG machines.

Agreement

To qualify for reimbursement, a signed Cardiac Care Program Equipment Agreement Amendment is required. Because time is short, the equipment may be purchased while the Agreement is being processed; however, there will be no reimbursement until the County receives the provider agency or city's fully executed agreement. It is a limited term contract for the reimbursement of applicable **equipment only** and expires September 30, 2007. No substantive changes to the agreement will be accepted.

The purchase order, encumbrance or purchase agreement for the ECG equipment must be dated no later than September 30, 2007. Please refer to Page 5 of the Agreement for details of the purchase responsibilities of the Provider. The paid invoices submitted for reimbursement must clearly provide verification of expenditure for the purchase of the 12-lead ECG equipment and must be submitted within 30 days after purchase of said equipment.

Important Deadlines:

- **September 30, 2007:** The purchase of two additional 12-lead machines (waveform capnography and TCP recommended) should be complete.
- **October 31, 2007:** The equipment purchase invoice(s) should be submitted to the EMS Agency, Attn: Christine Bender.

RECEIVED

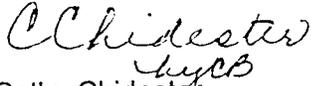
AUG 15 2007

TORRANCE FIRE DEPT.

Richard Bongard
August 9, 2007
Page 2

If you have any questions, please contact Christine Bender, Chief, Prehospital Care Operations, at (323) 890-7576 or Paula Rashi, Facilities Programs Manager, at (323) 890-7581.

Very truly yours,

Handwritten signature of Cathy Chidester in cursive script.

Cathy Chidester
Acting Director

CC:cb
8-34

Attachment

c: Medical Director, EMS Agency
Paramedic Coordinator, Torrance Fire Department



June 19, 2007

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

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Senior Medical Director

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF EMERGENCY MEDICAL TECHNICIAN-PARAMEDIC
STANDING FIELD TREATMENT PROTOCOL AGREEMENT, AND
CARDIAC CARE PROGRAM EQUIPMENT AGREEMENT AND
AMENDMENT**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign Emergency Medical Technician-Paramedic (EMT-P) Standing Field Treatment Protocol (SFTP) Agreements, substantially similar to Exhibit I, with County-approved paramedic providers listed in Attachment B, to renew and approve the use of SFTPs by paramedics for certain patients, following signature by authorized representatives, effective July 1, 2007 through June 30, 2012, at no cost to the County.
2. Approve and instruct the Director of Health Services, or his designee, to sign a form agreement, substantially similar to Exhibit I, with any future County-approved paramedic providers requesting to utilize SFTPs, with no County cost, upon review by County Counsel and the Chief Administrative Office, and notification to the Board.
3. Approve and instruct the Director of Health Services, or his designee, to offer and execute a Cardiac Care Program Equipment Agreement, substantially similar to Exhibit II, with the Sierra Madre Fire Department (SMFD), to provide reimbursement for equipment and training costs for SMFD paramedic first responders in order to ensure 12-Lead EKG capability in prehospital care for 9-1-1 patients in Los Angeles County, at a maximum reimbursement rate of \$17,000 per 12-Lead electrocardiograph (EKG) machine and \$45.00 per hour per attendee for training, 100% funded by Measure B-Trauma Property Assessment (TPA) funds previously approved by your Board on September 5, 2006, with no County cost, effective upon Board approval through September 30, 2007.
4. Approve and instruct the Director of Health Services, or his designee, to execute amendments to the existing Cardiac Care Program Equipment Agreement with the 30 paramedic service provider agencies identified in Attachment C, to extend the original deadline of December 31, 2006 to September 30, 2007 for purchases of 12-Lead EKG machines by such providers, 100% funded by Measure B TPA funds previously approved by your Board on September 5, 2006, with no County cost.

44

JUN 19 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
 June 19, 2007
 Page 2

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval to execute: 1) EMT-P SFTP Agreements with County-approved paramedic provider agencies to provide advanced life support to patients in the field in lieu of making base hospital contact for certain patients; 2) EMT-P SFTP agreements with any future County-approved paramedic providers requesting to utilize SFTPs; 3) Cardiac Care Program Equipment Agreement with the Sierra Madre Fire Department for reimbursement of purchases of 12-Lead EKG machines and initial training related to use of the EKG machines; and 4) amendments to the existing Cardiac Care Program Agreement with 30 currently approved paramedic provider agencies to extend the deadline to September 30, 2007 for 12-Lead EKG purchases by such agencies.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

These actions support the County's Strategic Plan Goal No. 1 for Service Excellence by enhancing the quality and availability of specialized medical care services countywide.

FISCAL IMPACT/FINANCING:

For the EMT-P SFTP actions, there is no fiscal impact. The Cardiac Care Program Equipment Agreement and Amendment are 100% funded by \$4.0 million in Measure B TPA funds previously approved by your Board on September 5, 2006. Funding is included in the Department's Fiscal Year 2006-07 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

EMT-P SFTP Agreements

Under the authority granted by Title 22, California Code of Regulations, Section 100144 (d), the County Emergency Medical Services (EMS) Agency Medical Director may approve policies and procedures which allow a paramedic to initiate paramedic activities, without base hospital contact for medical direction, provided that continuous quality improvement measures are in place by the paramedic provider agency.

SFTPs are standardized protocols utilized by paramedics to provide advanced life support to patients in the field in lieu of making base hospital contact for certain patients. SFTPs are currently being utilized under the existing agreement by eight SFTP providers in Los Angeles County with a high degree of success.

The SFTP providers are approved paramedic providers in Los Angeles County and meet all of the requirements of the EMS Agency for utilization of SFTPs, including agreement to use only those protocols approved by the EMS Agency.

SFTPs do not address all types of medical problems; therefore, base hospital contact is still required for some patients. Although SFTPs will reduce base hospital contacts for medical orders, some SFTP providers' paramedics will still be making base hospital contact to determine patient destination, until another alternative is in place.

The Honorable Board of Supervisors
 June 19, 2007
 Page 3

Cardiac Care Program Equipment Agreement with Sierra Madre Fire Department

The SMFD is a paramedic provider agency who will comply with respected medical community recommendations to equip paramedic units with 12-Lead EKG machines for the early diagnosis of 9-1-1 patients with acute myocardial infarction. The recommended Cardiac Care Program Equipment Agreement requires the SMFD to purchase 12-Lead EKG machines and to complete training of its paramedic and EMT personnel in the use of such machines no later than September 30, 2007 to qualify for reimbursement by the County. The maximum reimbursement rate is \$17,000 per 12-Lead EKG machine and \$45.00 per hour per attendee (ranging from 2-16 hours depending on the various EMT and paramedic levels) for training, to ensure the implementation of the cardiac care program for ST Elevation Myocardial Infarction (STEMI) patients. This Agreement is substantially similar to the Cardiac Care Program Equipment Agreement entered into by 30 other paramedic provider agencies effective September 5, 2006, with the exception of the 1) cancellation notice 2) purchase and 3) invoice deadlines.

Cardiac Care Program Equipment Agreement Amendment

On September 5, 2006, your Board approved the Cardiac Care Program Agreement with 30 paramedic provider agencies effective through June 30, 2007, to ensure 12-Lead EKG capability in prehospital care for 9-1-1 patients in Los Angeles County. Concurrently, your Board approved a one-time allocation, not to exceed \$4.0 million in Measure B TPA funding, to cover equipment and training costs for paramedic and EMT personnel with the 30 paramedic service provider agencies. The Agreement established December 31, 2006 as the deadline for the provider agencies to purchase 12-Lead EKG machines in order to qualify for reimbursement. The proposed Amendment will extend the purchase deadline to September 30, 2007. Reimbursement rates for purchases through June 30, 2007 will remain the same at \$17,000 per 12-Lead EKG machine.

The County will reimburse the SMFD and the other 30 paramedic provider agencies for purchase of 12-Lead EKG equipment and the related training from the allocated Measure B TPA funds that remain from the \$4.0 million previously approved by your Board on September 5, 2006.

Attachments A, B, and C provide additional information. County Counsel has approved Exhibits I, II, and III as to use and form.

CONTRACTING PROCESS:

The paramedic service provider agencies executing the attached EMT-P SFTP agreement are current participants in the County's EMS System and satisfy County criteria and conditions for participation. The SMFD satisfies the County's criteria and conditions for participation in the Cardiac Care Equipment Program. It is not appropriate to advertise these agreements on the County On-Line Web Site.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

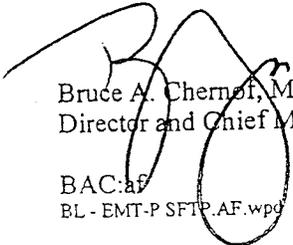
The utilization of SFTPs by paramedics has decreased the number of calls to base hospitals for medical treatment orders. The reduction in base hospital contacts helps to reduce the amount of time a hospital's Mobile Intensive Care Nurse spends on the base hospital radio away from direct patient care.

The Cardiac Care Program Equipment Agreement and Amendment with local and County paramedic provider agencies will help to ensure the delivery of timely and definitive emergency medical care to 9-1-1 STEMI cardiac patients in Los Angeles County.

The Honorable Board of Supervisors
June 19, 2007
Page 4

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



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

BAC:af
BL - EMT-P SFTP.AF.wpd

Attachments (3)

- c: Chief Administrative Officer
- County Counsel
- Executive Officer, Board of Supervisors

Contract No. H-702564

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 TORRANCE
(hereafter "Contractor")

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

C2006-223

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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 Torrance Fire Department (hereafter "Provider") is an approved primary provider of prehospital emergency medical services with the City of Torrance, 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:

City of Torrance
3031 Torrance Boulevard
Torrance, California 90503

Attention: City Clerk

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

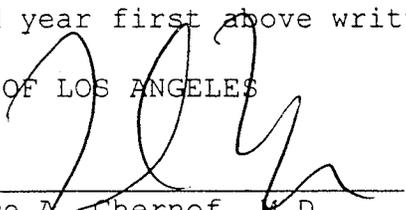
CITY OF TORRANCE
CITY OF TORRANCE,
A Municipal Corporation

COUNTY OF LOS ANGELES



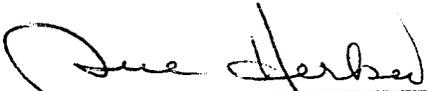
Frank Scotto, Mayor

By


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

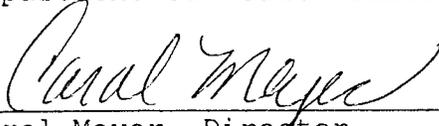
APPROVED AS TO PROGRAM:
Department of Health Services

ATTEST:



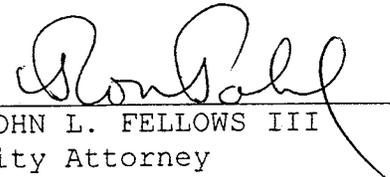
Sue Herbers, City Clerk

By

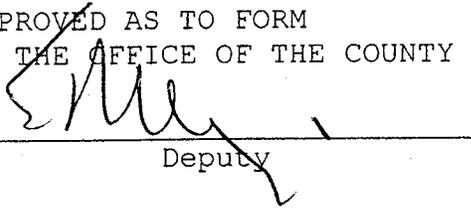

Carol Meyer, Director
Emergency Medical Services Agency

APPROVED AS TO FORM:

By

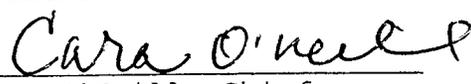

JOHN L. FELLOWS III
City Attorney

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



**EMERGENCY MEDICAL
SERVICES AGENCY**
LOS ANGELES COUNTY

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

Carol Meyer
Director

William Koenig, MD
Medical Director

5555 Ferguson Drive, Suite 220
Commerce, CA 90022

Tel: (323) 890-7500
Fax: (323) 890-8536

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through leadership,
service and education*



Health Services
www.ladhs.org

September 21, 2006

Richard Bongard
Fire Chief
Torrance Fire Department
1701 Crenshaw Boulevard
Torrance, CA 90501

Dear Chief Bongard:

I am pleased to announce that on September 5, 2006, the Board of Supervisors approved the ST Elevation Myocardial Infarction (STEMI) Receiving Center Program. As you know, the goal of this program is to identify 9-1-1 cardiac patients experiencing a STEMI in the prehospital setting and transport them to an approved STEMI Receiving Center (SRC) hospital for definitive diagnosis and treatment. Each advanced life support (ALS) unit must be equipped with 12-lead electrocardiogram (EKG) capability and staffed with paramedics trained in its use.

Attached is the adopted Board letter to be used by your department as verification of the County's intent to reimburse your department for the purchase/upgrade of 12-lead EKG equipment for four **EMS Agency approved** ALS units and six assessment units. The reimbursement includes payment for training 53 **accredited** paramedics as well as all EMTs in your department.

Agreement

Attached is the Cardiac Care Program Equipment Agreement approved by the Board of Supervisors that must be executed by the EMS provider and/or city in order to qualify for reimbursement. **This will cover the cost of 12-lead EKG equipment purchased/upgraded by December 31, 2006 and training completed by June 30, 2007.** It is a limited term contract for the reimbursement of applicable equipment and training and expires June 30, 2007. No substantive changes to the agreement will be accepted.

In order to expedite the agreement execution, please provide the following information to Anna Farias at afarias@ladhs.org by December 1, 2006:

- The name of the agency (fire department or city) that should appear on the first page of the agreement as the "provider"
- The name of the agency, the individual, and the address to which notices regarding the agreement should be sent
- The preferred city official on the signature page (fire chief, city manager, or mayor)
- The name(s) and title(s) of the individuals who will sign the agreement

Chief Bongard
September 21, 2006
Page 2

Reimbursement

To qualify for reimbursement, the encumbrance/purchase order/purchase agreement for applicable EKG equipment must be dated no later than December 31, 2006. Please refer to Pages 5 through 9 of the attached agreement for a detailed outline of the purchase and reimbursement responsibilities of the Provider and the County. The paid invoices submitted for reimbursement must clearly provide verification of expenditures for the purchase of 12-lead EKG equipment and must be submitted within 30 days after purchase of said EKG equipment. The 12-lead EKG purchase should include transcutaneous pacing (TCP) and waveform capnography capabilities. The maximum reimbursement will be \$17,000 per unit. 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.

Reimbursement for training shall be made upon receipt of rosters with the names and signatures of attendees and the number of course hours completed. Reimbursement will be for full hour increments only. The training rosters should be grouped and submitted on a monthly basis.

Training

Training for paramedics shall be either an ACLS course that includes in-service on the 12-lead EKG equipment, not to exceed sixteen (16) hours or specific training only on the equipment, not to exceed six (6) hours per individual. EMTs will be paid for training on the application of the 12-lead equipment not to exceed two (2) hours per individual. ACLS training is not mandated. The six hour training should include, but is not limited to, the following subjects:

- Policies and procedures related to the SRC program (attached)
- Training on TCP and waveform capnography
- Review of chest pain of suspected cardiac origin
- Care of the cardiac patient
- Overview of the anatomy and physiology of the heart
- Application of the 12-lead EKG equipment
- The rationale for utilizing rapid primary percutaneous coronary intervention (PCI)

A more detailed outline of the 6-hour course will be provided by the EMS Agency within 30 to 60 days.

Prehospital 12-Lead EKG Transmission to the SRC

As part of the application process to become an EMS Agency approved SRC, hospitals have received letters detailing the required criteria (sample attached). Providers should consider consulting with the likely SRC(s) in their local geographic area to determine whether they will accept the computer analysis of the prehospital EKG or require transmission to the facility. The monies allocated from the Measure B Fund do not include any hospital costs. If the SRC plans to require EKG transmission, the transmission capability for the provider will be covered but not the cost of the hospital's receiving equipment.

Chief Bongard
September 21, 2006
Page 3

Important Deadlines

- **December 1, 2006** All information required to modify the agreement to each city's preferred agreement style should be provided to Anna Farias.
- **December 31, 2006:** All purchases of 12-lead equipment (waveform capnography and TCP recommended) should be complete.
- **January 31, 2007:** All equipment purchase invoices should be submitted to the EMS Agency.
- **June 30, 2007:** All paramedic and EMT 12-lead training should be complete.
- **December 31, 2007:** All training rosters should be submitted to the EMS Agency.

If you have any questions, please contact Christine Bender, Chief, Prehospital Care Operations, at (323) 890-7576 or Paula Rashi, Facilities Programs Manager, at (323) 890-7581.

Very truly yours,



Carol Meyer
Director

CM:cb
09-14

Attachments

c: Medical Director, EMS Agency
Paramedic Coordinator, Torrance Fire Department



Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knaba
Fourth District

Michael D. Antonovich
Fifth District

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

William Loos, MD
Acting Senior Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

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through leadership,
service and education.*



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September 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF ST ELEVATION MYOCARDIAL INFARCTION
RECEIVING CENTER STANDARDS, MEASURE B SPECIAL TAX
FUNDING ALLOCATION, CARDIAC CARE PROGRAM
EQUIPMENT AGREEMENT, AND APPROPRIATION ADJUSTMENT
(All Districts) (4 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached 2006 Emergency Medical Services (EMS) Agency ST Elevation Myocardial Infarction (STEMI) Receiving Center Standards, substantially similar to Exhibit I, and instruct the EMS Agency to approve and designate qualified private and public hospitals as STEMI Receiving Centers to provide optimal care for 9-1-1 STEMI cardiac patients in Los Angeles County, with implementation of STEMI Receiving Center standards, effective upon Board approval.
2. Approve \$4 million in Measure B Trauma Property Assessment (TPA) funding one-time only to reimburse the paramedic service provider agencies identified in Attachment B for initial purchase of 12-Lead electrocardiograph (EKG) machines and initial training of paramedic and emergency medical technician (EMT) personnel on the use of 12-Lead EKG machines.
3. Approve and instruct the Director of Health Services, or his designee, to offer and execute Cardiac Care Program Equipment Agreements (Agreement), substantially similar to Exhibit II, with the paramedic service provider agencies identified in Attachment B, to provide reimbursement of equipment and training costs for paramedic first responders in local fire departments in order to ensure 12-Lead EKG capability in prehospital care for 9-1-1 patients in Los Angeles County, at a maximum reimbursement rate of \$17,000 per 12-Lead EKG machine and \$45.00 per hour per attendee for training, for a total maximum obligation of \$4 million, effective upon Board approval through June 30, 2007.
4. Approve the attached appropriation adjustment to reallocate \$4 million in Measure B TPA funds from Appropriation for Contingencies to Services and Supplies (S&S) in the Fiscal Year (FY) 2006-07 Department of Health Services (DHS) Adopted Budget.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

267 SEP 05 2006

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
 September 5, 2006
 Page 2

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The purpose of the recommended actions is to: 1) authorize the EMS Agency to approve and designate qualified private and public hospitals in Los Angeles County as STEMI Receiving Centers (SRC). This will enable the transport of 9-1-1 STEMI cardiac patients to a SRC for earlier definitive diagnosis and treatment improving patient outcome; 2) approve DHS EMS to reimburse 30 paramedic service provider agencies in Los Angeles County a total maximum aggregate amount of \$4 million, for the expense incurred for equipping their paramedic units with 12-Lead EKG machines and for training paramedic and EMT personnel on the use of such equipment; 3) approve DHS EMS to offer and execute cardiac care program equipment agreements with the paramedic service provider agencies, identified in Attachment B, who comply with respected medical community recommendations to equip paramedic units with 12-Lead EKG machines for the early diagnosis of 9-1-1 patients with acute myocardial infarction; and 4) approve an appropriation transfer in the amount of \$4 million within the FY 2006-07 DHS Adopted Budget to enable DHS EMS to reimburse the paramedic service provider agencies identified in Attachment B who equip their paramedic units with 12-Lead EKG machines and train their paramedic and EMT personnel in the use of such machines.

FISCAL IMPACT/FINANCING:

The maximum obligation for the agreements with the local and County paramedic service provider agencies identified in Attachment B will not exceed \$4 million, for the period effective upon Board approval through June 30, 2007. This is 100% funded by Measure B TPA funds and is a one-time only expenditure. The appropriation adjustment to reallocate \$4 million from Appropriation for Contingencies to S & S in the FY 2006-07 DHS Adopted Budget is necessary to cover these obligations.

Any Measure B TPA funds unused at the end of FY 2006-07 will remain in the Measure B Special Fund, pending additional uses recommended by DHS and approved by your Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Acute myocardial infarction (heart attack) remains the leading cause of death of adults in the United States. Survival from a heart attack is largely dependent on prompt recognition and rapid intervention. Data show that the faster a patient can be identified as having an acute heart attack, the corresponding faster intervention can be delivered in an effort to reduce death of cardiac tissue and save lives.

Increasingly, there is national interest in developing a systematic approach to the prehospital care of STEMI cardiac 9-1-1 patients supported by organizations such as the American College of Cardiology and the American Heart Association (AHA). In enacting their Advance Cardiac Life Support Guidelines, the AHA advocates a 12-Lead EKG machine as standard equipment on all paramedic units that handle acute coronary syndrome patients. The United States Senate, in a letter dated May 31, 2005, also recommended that anyone with symptoms of a possible heart attack obtain a 12-Lead EKG as soon as possible and that EMS should transport patients with heart attack symptoms to specialized facilities. In Los Angeles County, the EMS Agency is working closely with the medical community to develop these recommendations into a cardiac care program that includes rapid acquisition and interpretation of a 12-Lead EKG.

The Honorable Board of Supervisors
September 5, 2006
Page 3

The Los Angeles County and City Fire Departments have been integral in the development stages of the cardiac care program, as recipients of an Annenberg Foundation grant which partially offsets the cost of 12-Lead EKG equipment and training for their respective agency's paramedics. The paramedic service provider agencies identified in Attachment B are expected to purchase 12-Lead EKG equipment by December 31, 2006, with the intent to provide associated training by June 30, 2007. A one-time allocation, not to exceed \$4.0 million in Measure B TPA funding, would cover equipment and training costs for paramedics and EMT personnel in the 30 paramedic service provider agencies identified in Attachment B to ensure the implementation of the cardiac care program for STEMI patients. Per terms of the Agreement, the County will not reimburse for equipment and training previously funded by other grant funds.

Studies have shown that morbidity and mortality due to a STEMI can be reduced significantly if patients activate the EMS system early, thereby shortening the time to treatment. Paramedics currently transport all cardiac patients to the nearest hospital. If the receiving hospital does not have the SRC capability some of the patients may require secondary transfer to a STEMI facility. However, under the new cardiac care program they would transport the 9-1-1 STEMI cardiac patients to EMS Agency-approved receiving centers. As with all other patient destination policies, the paramedics will utilize the EKG equipment on patients based on established medical criteria, including County responsible indigent patients. Under the authority granted by Title 22, California Code of Regulations, and as outlined in the EMS System Guidelines issued by the State EMS Authority, the EMS Agency Medical Director will approve and designate qualified public and private hospitals in Los Angeles County as STEMI receiving centers. Approved SRCs will meet specific standards as outlined in Exhibit I, and include required equipment and personnel to provide rapid intervention. There are at least 36 hospitals in Los Angeles County that have the capability to participate as SRCs and have expressed high interest in the program. Participation in the SRC program is voluntary.

The SRC Standards were developed by the Cardiac Technical Advisory Group, under the leadership of the EMS Agency Medical Director and was comprised of cardiologists, emergency physicians, fire department personnel, an EMS Commissioner, nurse managers from emergency departments and cardiac catheterization laboratories, and a representative from the Hospital Association of Southern California. The SRC Standards have been fully approved by the County-ordinanced Emergency Medical Services Commission.

On July 30, 2002, the Board adopted a resolution for the Measure B special tax ballot initiative. The resolution provides that Measure B TPA funds will be used to pay for the cost of prehospital care, including care provided in, or en route to, from or between acute care hospitals or other health care facilities. The resolution also established that the special tax is for the purpose of purchasing or leasing supplies, equipment or materials. In accordance with Measure B objectives, \$4 million in Measure B TPA funds will be used to reimburse the paramedic service provider agencies identified in Attachment B for the initial purchase of 12-Lead EKG machines and related training.

County Counsel has approved Exhibits I and II as to use and form.

Attachments A and B provide additional information.

The Honorable Board of Supervisors
September 5, 2006
Page 4

CONTRACTING PROCESS:

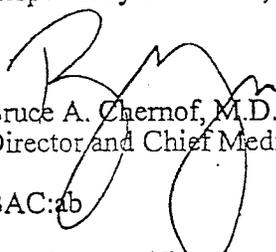
The paramedic service provider agencies executing the attached agreement are current participants in the County's EMS System and satisfy County criteria and conditions for participation. It is not appropriate to advertise this agreement on the Los Angeles County On-Line Web Site.

IMPACT ON CURRENT SERVICES:

The designation of STEMI SRCs, allocation of Measure B TPA funding, Cardiac Care Program Equipment Agreements with local and County paramedic service provider agencies and approval of the appropriation adjustment will help to ensure the delivery of timely and definitive emergency medical care to 9-1-1 STEMI cardiac patients in Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,


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

BAC:ab

Attachments (5)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

ATTACHMENT A

SUMMARY OF AGREEMENT1. Type of Service:

This agreement provides for paramedic service provider agencies to be reimbursed by County for equipment and training costs to ensure 12-Lead electrocardiograph (EKG) capability in prehospital care for 9-1-1 patients in Los Angeles County.

2. Address and Contact Person:

Department of Health Services – Emergency Medical Services (EMS) Agency
 5555 Ferguson Drive, Suite 220
 Los Angeles, California 90022
 Attention: Carol Meyer, Director
 Telephone: (323) 890-7545 Fax: (323) 890-8536
 Email: cmeyer@ladhs.org

3. Term:

Effective upon Board approval through June 30, 2007.

4. Financial Information:

The maximum obligation for the agreements with the local and County paramedic service provider agencies identified in Attachment B will not exceed \$4 million. This is 100% funded by Measure B Trauma Property Assessment funds. The appropriation adjustment to reallocate \$4 million from Appropriation for Contingencies to Services & Supplies in the Fiscal Year 2006-07 Department of Health Services Adopted Budget is necessary to cover these obligations.

5. Primary Geographic Area to be Served:

Countywide.

6. Accountable for Program Monitoring:

The County's local EMS Agency, i.e., the Department's EMS Division

7. Approvals:

Emergency Medical Services Agency:	Carol Meyer, Director
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel:	Edward A. Morrissey, Deputy County Counsel
CAO Budget Unit:	Leticia Thompson

ATTACHMENT B

PARAMEDIC SERVICE PROVIDER AGENCIES THAT REQUIRE
CARDIAC CARE PROGRAM EQUIPMENT AGREEMENT

1. Alhambra Fire Department
2. Arcadia Fire Department
3. Beverly Hills Fire Department
4. Burbank Fire Department
5. Compton Fire Department
6. Culver City Fire Department
7. Downey Fire Department
8. El Segundo Fire Department
9. Glendale Fire Department
10. Hermosa Beach Fire Department
11. La Habra Heights Fire Department
12. La Verne Fire Department
13. Long Beach Fire Department
14. Los Angeles City Fire Department
15. Los Angeles County Fire Department (Memorandum of Understanding)
16. Los Angeles County Sheriff Department (Memorandum of Understanding)
17. Manhattan Beach Fire Department
18. Monrovia Fire Department
19. Montebello Fire Department
20. Monterey Park Fire Department
21. Pasadena Fire Department
22. Redondo Beach Fire Department
23. San Gabriel Fire Department
24. San Marino Fire Department
25. Santa Fe Springs Fire Department
26. Santa Monica Fire Department
27. South Pasadena Fire Department
28. Torrance Fire Department
29. Vernon Fire Department
30. West Covina Fire Department

TAB 352M 11/05

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. No. _____

DEPARTMENT OF Health Services

DATE 08/14/2006

AUDITOR-CONTROLLER

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

Budget Adjustment
Fiscal Year 2006-07
4 Vote

SOURCES:

Measure B
Appropriation for Contingencies
BW9-HS-41010-3303 \$4,000,000
BS-R

Total: \$4,000,000

USES:

Measure B
Services and Supplies
BW9-HS-41017-2000 \$4,000,000

Total: \$4,000,000

JUSTIFICATION:

The appropriation adjustment in the amount of \$4,000,000 is necessary to reallocate Fiscal Year 2006-07 DHS Board Adopted Budget Measure B - Trauma Property Assessment funds from Appropriation for Contingencies to Services & Supplies to fund agreements with the 30 paramedic service provider agencies.

EM:bsr
08/10/06

[Signature]
Efrain Muñoz, Chief
DHS Controller's Division

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER
FOR:

ACTION
 RECOMMENDATION

APPROVED AS REQUESTED AS REVISED

[Signature] 8/16/06
CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER No.

017

BY: *[Signature]*
8-16-2006

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

BY: _____
DEPUTY COUNTY CLERK