

MEMORANDUM OF AGREEMENT
FOR
PREHOSPITAL EMERGENCY MEDICAL CARE ENHANCEMENT PROGRAM

THIS MEMORANDUM OF AGREEMENT (hereafter "MOA") is made and entered into this _____ day of _____, 2022,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

CITY OF REDONDO BEACH
(hereafter "Provider").

Business Address:

415 Diamond Street
Redondo Beach, CA 90277

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act (Health & Safety Code, § 1797, et seq., hereinafter referred to as the "Act"), the County has established and maintains, through the County's Department of Health Services' (DHS) Emergency Medical Services Agency (EMS Agency), an advanced life support (ALS) system for Emergency Paramedic Transportation Services; and

WHEREAS, under the California Health and Safety (H&S) Code, Division 2.5, Chapter 4, Article 1, Section 1797.204 the local EMS Agency shall plan, implement, and evaluate an emergency medical services system, in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures; and

WHEREAS, on November of 2002 the voters approved the Measure B ballot initiative that imposes an annual special tax upon all improved parcels, and used to financially support the Countywide System of Trauma Centers, Emergency Medical Services and Bioterrorism Response; and

WHEREAS, Provider presented a proposal to County's Measure B Advisory Board to fund the purchase of three (3) automated chest compression devices to improve the delivery of prehospital emergency care services for funding consideration using unallocated Measure B funds; and

WHEREAS, on February 7, 2022, County's Board of Supervisors approved Provider's Measure B funding proposal for an amount of up to \$69,159 for the purchase of three (3) automated chest compression devices; and

WHEREAS, the parties concur that this MOA, as executed, does not affect in any manner the Provider's present or future rights for the provision of its jurisdiction's prehospital emergency medical services under H&S Code Sections 1797.201 or 1797.224, and that this MOA is solely for the purpose of establishing terms and conditions for reimbursement by County to Provider for the purchase of approved equipment.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 SCOPE

- 1.1 Provider shall purchase, and for which County shall reimburse Provider with Measure B funding, three (3) automated chest compression devices to improve the level of service and improvement of prehospital emergency care in order to efficiently and appropriately provide the delivery of emergency medical care to the sick and injured at the scene of an emergency within the County.
- 1.2 Provider shall be responsible for maintaining the equipment purchased under this MOA.
- 1.3 Provider agrees to utilize the automated chest compression devices in a manner consistent with standards, policies, and procedures of the EMS Agency, and without regard to a patient's ability to pay.

2.0 TERM

- 2.1 The term of this MOA is effective upon the date of execution by the Director of Health Services (Director), or authorized designee. This MOA shall expire on June 30, 2023 unless sooner extended or terminated, in whole or in part, as provided herein.
- 2.2 In any event, this MOA may be terminated at any time by either party by giving at least thirty (30) calendar days advance written notice to the other party.

3.0 PAYMENT AND INVOICES

- 3.1 County's maximum reimbursement to Provider for the purchase of three (3) automated chest compression devices shall not exceed Sixty-Nine Thousand, One Hundred Fifty-Nine Dollars (\$69,159).

- 3.2 County shall not reimburse Provider for the purchase of the automated chest compression devices to the extent that Provider has received funding from any other grant or third-party source to offset the cost.
- 3.3 Provider shall submit copies of its vendor's invoice(s), with proof of Provider's payment, to the County that reflects and provides details for the purchase. Invoice(s) and proof of payment shall be forwarded to County via United States Postal Service, facsimile transmission, or e-mail transmission within thirty (30) days after payment to the vendor to the following address:

Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Attn: Adrian Romero, County's Project Director
562-941-2397
E-mail: ARomero2@dhs.lacounty.gov

3.3.1 County Approval of Invoices

All invoices submitted by the Provider for payment must have the written approval of the County's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

- 3.3.2 County shall reimburse Provider within ninety (90) days of receipt of complete and correct invoice(s), including Provider's purchase order(s) and proof of payment from Provider for allowable purchases.

3.4 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 3.4.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 3.4.2 The Provider shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 3.4.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

- 3.4.4 At any time during the duration of the MOA, the Provider may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

4.0 COUNTY ADMINISTRATION

- 4.1 Director shall have the authority to administer this MOA on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this MOA.
- 4.2 County's Project Director shall be responsible for ensuring that the objectives of this MOA are met and providing direction to the Provider in the areas relating to County policy, information requirements, and procedural requirements. County's Project Director is:

Adrian Romero
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 378-1595
E-mail: ARomero2@dhs.lacounty.gov

- 4.3 County shall notify Provider in writing of any change in the name of the County's Project Director.

5.0 PROVIDER ADMINISTRATION

- 5.1 Provider's Project Manager shall be responsible for Provider's day-to-day activities as related to this MOA and shall coordinate with County's Project Director on a regular basis. Provider's Project Manager is:

Issac Yang
401 South Broadway
Redondo Beach, CA 90277
Telephone: (310) 658-4232
E-mail: issac.yang@redondo.org

- 5.2 Provider shall notify County in writing of any change in the name or address of Provider's Project Manager.

6.0 AMENDMENTS

For any change that affects the term or any conditions included under this MOA, an Amendment shall be prepared by County and then executed by Provider and by Director, or authorized designee.

7.0 FACSIMILE AND/OR PORTABLE DOCUMENT FORMAT REPRESENTATIONS

County and Provider hereby agree to regard signed Amendments received via facsimile transmission and/or in Portable Document Format (PDF) via e-mail, as representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 6.0, and as legally sufficient evidence that such original signatures have been affixed to Amendments to this MOA, and as such, the parties need not exchange with each other the signed original Amendment(s).

8.0 GOVERNING LAW, JURISDICTION, AND VENUE

This MOA shall be governed by, and construed in accordance with, the laws of the State of California. Provider agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOA and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

9.0 INDEPENDENT PROVIDER STATUS

- 9.1 This MOA 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, as between County and Provider. The employees and agents of one party shall not be, nor be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 9.2 Provider shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOA all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Provider.
- 9.3 Provider understands and agrees that all persons performing work pursuant to this MOA are, for purposes of Workers' Compensation liability, solely employees of Provider and not employees of County. Provider shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Provider pursuant to this MOA.

10.0 INDEMNIFICATION

Provider shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Provider's intentional, willful, or negligent acts and/or omissions arising from and/or relating to this MOA, except as to the sole intentional, willful, or negligent acts and/or omissions of the County Indemnitees.

11.0 NOTICES

All notices or demands required or permitted to be given or made under this MOA shall be in writing and shall be either emailed, hand delivered with signed receipt, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Sub-paragraphs 4.2 and 5.1, and copies to:

Julio C. Alvarado, Director
Los Angeles County Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this MOA to be executed by the County's Director of Health Services, or authorized designee, and Provider has caused this MOA to be executed on its behalf by its duly authorized officer(s), on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Christina R. Ghaly, M.D.
Director of Health Services

PROVIDER

CITY OF REDONDO BEACH

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
DAWYN R. HARRISON
Acting County Counsel

By: _____
Brian T. Chu, Principal Deputy County Counsel