

1 AGREEMENT FOR PROVISION OF
 2 DESIGNATED EMERGENCY SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 «UC_NAME»
 7 «UC_DBA»
 8 JULY 1, 2023 THROUGH JUNE 30, 2028

10 THIS AGREEMENT entered into this 1st day of July 2023 (effective date), is by and between the
 11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and «UC_NAME»
 12 «UC_DBA», «CORP_STAT» (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be
 13 referred to herein individually as “Party” or collectively as “Parties.” This Agreement shall be
 14 administered by the Director of COUNTY’s Health Care Agency (“ADMINISTRATOR”).

15
16 **WITNESSETH:**

17
18 WHEREAS, CONTRACTOR is an Orange County hospital that has been licensed and/or
19 designated to provide specific services as defined and described in the Exhibits to this Agreement; and

20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of the Designated
21 Emergency Services described herein to the residents of Orange County; and

22 WHEREAS, CONTRACTOR is agreeable to the rendering of such services according to the terms
23 and conditions hereinafter set forth:

24 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
25 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, 2023 through June 30, 2028

Aggregate Maximum Obligation: \$1,960,724

Contractor Designation

Acute Care Hospital:	«ACH_TERM»
Emergency Receiving Center:	«ERC_TERM»
Children’s Emergency Receiving Center:	«CERC_TERM»
Base Hospital Services:	«BHS_TERM»
Trauma Receiving Center:	«TRC_TERM»
Pediatric Trauma Receiving Center	«PEDTC_TERM»

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Procurement and Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637
County of Orange
Health Care Agency
Emergency Medical Services
405 West 5th Street, Suite 301A
Santa Ana, CA 92701

CONTRACTOR: «LC_NAME» «LC_DBA»
Attention: «CONTACT_TITLE»
«STREET»
«CITY», «STATE» «ZIP»
«CONTACT_EMAIL»

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

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4	A. ACH	Acute Care Hospital
5	B. ARRA	American Recovery and Reinvestment Act
6	C. ASRS	Alcohol and Drug Programs Reporting System
7	D. BH	Base Hospital
8	E. CCC	California Civil Code
9	F. CCR	California Code of Regulations
10	G. CERC	Children's Emergency Receiving Center
11	H. CEO	County Executive Office
12	I. CFR	Code of Federal Regulations
13	J. CHPP	COUNTY HIPAA Policies and Procedures
14	K. CHS	Correctional Health Services
15	L. COI	Certificate of Insurance
16	M. D/MC	Drug/Medi-Cal
17	N. DHCS	Department of Health Care Services
18	O. DPFS	Drug Program Fiscal Systems
19	P. DRS	Designated Record Set
20	Q. ePHI	Electronic Protected Health Information
21	R. ERC	Emergency Receiving Center
22	S. GAAP	Generally Accepted Accounting Principles
23	T. HCA	Health Care Agency
24	U. HHS	Health and Human Services
25	V. HIPAA	Health Insurance Portability and Accountability Act of 1996,
26		Public Law 104-191
27	W. HSC	California Health and Safety Code
28	X. ISO	Insurance Services Office
29	Y. MHP	Mental Health Plan
30	Z. OCJS	Orange County Jail System
31	AA. OCPD	Orange County Probation Department
32	AB. OCR	Office for Civil Rights
33	AC. OCSD	Orange County Sheriff's Department
34	AD. OCEMS	Orange County Emergency Medical Services
35	AE. OC-MEDS	Orange County Medical Emergency Data System
36	AF. OIG	Office of Inspector General
37	AG. OMB	Office of Management and Budget

1	AH. OPM	Federal Office of Personnel Management
2	AI. PA DSS	Payment Application Data Security Standard
3	AJ. PC	State of California Penal Code
4	AK. PCI DSS	Payment Card Industry Data Security Standard
5	AL. PHI	Protected Health Information
6	AM. PII	Personally Identifiable Information
7	AN. PRA	Public Record Act
8	AO. TRC	Trauma Receiving Center
9	AP. PedTC	Pediatric Trauma Center
10	AQ. SIR	Self-Insured Retention
11	AR. HITECH Act	The Health Information Technology for Economic and Clinical Health
12		Act, Public Law 111-005
13	AS. USC	United States Code
14	AT. WIC	State of California Welfare and Institutions Code
15	AU. HIH	Health Information Hub

II. ALTERATION OF TERMS

18 A. This Agreement, together with Exhibits A, B, C, and D attached hereto and incorporated herein,
19 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the
20 subject matter of this Agreement.

21 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
22 this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees
23 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has
24 been formally approved and executed by both parties.

III. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

27 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
28 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
29 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
30 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
31 Any attempted assignment or delegation in derogation of this paragraph shall be void.

32 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
33 prior written consent of COUNTY.

34 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
35 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
36 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
37 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community

1 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
2 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
4 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
5 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
6 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
7 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
8 delegation in derogation of this subparagraph shall be void.

9 3. If CONTRACTOR is a governmental organization, any change to another structure,
10 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
11 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
12 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
13 this subparagraph shall be void.

14 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
15 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
16 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
17 the effective date of the assignment.

18 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
19 means of subcontractors, provided such subcontractors are approved in advance, in writing by
20 ADMINISTRATOR and the subcontracts meet the requirements of this Agreement as they relate to the
21 service or activity under subcontract and include any provisions that ADMINISTRATOR may require.

22 1. After approval of a subcontractor, ADMINISTRATOR may revoke the approval of a
23 subcontractor upon five (5) calendar days written notice to CONTRACTOR if the subcontract or
24 subcontractor subsequently fail to meet the requirements of this Agreement or any provisions that
25 ADMINISTRATOR has required.

26 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
27 pursuant to this Agreement.

28 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
29 amounts claimed for subcontractors not approved in accordance with this paragraph.

30 4. This provision shall not be applicable to service agreements usually and customarily
31 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
32 services provided by consultants.

33 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
34 CONTRACTOR shall provide written notification within thirty (30) calendar days to
35 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
36 governing body of CONTRACTOR at one time.

37 //

1 6. COUNTY reserves the right to immediately terminate the Agreement in the event
 2 COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise
 3 unacceptable to COUNTY for the provision of services under the Agreement.

4 5 **IV. EQUIPMENT**

6 A. COUNTY has loaned CONTRACTOR personal property as indicated in Exhibits A, B and C to
 7 this Agreement. Title to this personal property remains vested in COUNTY. Such property shall be
 8 maintained by CONTRACTOR in accordance with the requirements set forth in COUNTY's
 9 "Accounting Procedures Manual," as it exists or may be periodically amended hereafter, a current copy
 10 of which has been provided to CONTRACTOR. COUNTY shall allow CONTRACTOR thirty (30)
 11 calendar days from receipt of an amended Manual to implement any required changes. CONTRACTOR
 12 shall cooperate with ADMINISTRATOR in conducting such periodic on-site inventories as may be
 13 required by ADMINISTRATOR.

14 B. INTERFERENCE TESTING

15 1. CONTRACTOR agrees to notify COUNTY at least sixty (60) calendar days prior to
 16 allowing the installation of new radio communications, radio paging equipment, or similar systems on
 17 property under the control of CONTRACTOR.

18 2. CONTRACTOR agrees to test for interference with the paramedic communications system,
 19 from any radio communications, radio paging systems or similar equipment to be installed on property
 20 under the control of CONTRACTOR. This shall apply to any CONTRACTOR operated systems or
 21 CONTRACTOR's equipment installed within one (1) mile of the paramedic base station equipment.

22 3. COUNTY agrees to participate in the interference testing, but shall not bear the costs
 23 incurred by CONTRACTOR or any other agency, organization or group to conduct the interference
 24 testing.

25 4. If harmful interference is observed, CONTRACTOR shall correct interference prior to
 26 activation of said radio communications, radio paging or similar systems or equipment. Hardware
 27 required to eliminate any interference, whether required to be attached to COUNTY or
 28 CONTRACTOR's equipment, shall be provided by CONTRACTOR at no cost to COUNTY.

29 C. EQUIPMENT DAMAGE

30 1. CONTRACTOR shall be liable for any damage to COUNTY equipment loaned under the
 31 terms of this Agreement. Damage liability does not include the wear and tear associated with normal
 32 operation of the equipment or from any damage caused by act of God or from other causes beyond the
 33 reasonable control of CONTRACTOR.

34 D. EQUIPMENT MAINTENANCE

35 1. Except as required in subparagraph A., it is understood that the maintenance expense of
 36 COUNTY equipment loaned under this Agreement is COUNTY's responsibility and that COUNTY
 37 shall maintain such loaned equipment at its expense.

1 2. CONTRACTOR shall inform COUNTY promptly when any COUNTY equipment loaned
2 under this Agreement fails to operate properly. COUNTY will promptly repair or replace such
3 equipment. Such repair or replacement will be at COUNTY's expense unless the equipment's failure to
4 operate is caused by or arises out of damage under subparagraph C. Notice by CONTRACTOR shall be
5 given as directed by ADMINISTRATOR.

6 E. In the event that CONTRACTOR's license as an Acute Care Hospital or its designation as a
7 Base Hospital or Emergency Receiving Center are terminated, CONTRACTOR shall return the
8 applicable equipment to COUNTY or, at the sole discretion of ADMINISTRATOR, enter into a
9 separate agreement with COUNTY for the equipment.

10 11 **V. INDEMNIFICATION**

12 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
13 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
14 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
15 (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature,
16 including but not limited to personal injury or property damage, arising from or related to the services,
17 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
18 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
19 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
20 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
21 a jury apportionment.

22 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
23 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
24 costs, or liability of any kind or nature, including but not limited to personal injury or property damage,
25 arising from or related to the services, products or other performance provided by COUNTY pursuant to
26 this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of competent
27 jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and
28 CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall
29 request a jury apportionment.

30 C. Each party agrees to provide the indemnifying party with written notification of any claim
31 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
32 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
33 each party shall cooperate with the indemnifying party in its defense.

34 35 **VI. LICENSES AND LAWS**

36 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
37 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,

1 | accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
2 | required by the laws, regulations and requirements of the United States, the State of California,
3 | COUNTY, and all other applicable governmental agencies.

4 | **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

5 | 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
6 | reporting requirements regarding its employees and with all lawfully served Wage and Earnings
7 | Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
8 | term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
9 | of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the
10 | COUNTY shall constitute grounds for termination of the Agreement.

11 |
12 | **VII. MAXIMUM OBLIGATION**

13 | The Aggregate Maximum Obligation of COUNTY is as specified in the Referenced Contract
14 | Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several
15 | agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the
16 | Parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum
17 | Obligation and that such reimbursement shall not exceed the maximum allotment stated in Paragraph
18 | III. of Exhibit D to this Agreement. Further, any reimbursement to CONTRACTOR shall be limited to
19 | the services, and pursuant to the requirements, set forth in Exhibit D to this Agreement.

20 |
21 | **VIII. NOTICES**

22 | A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
23 | authorized or required by this Agreement shall be effective:

24 | 1. When written and deposited in the United States mail, first class postage prepaid and
25 | addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
26 | by ADMINISTRATOR;

27 | 2. When faxed, transmission confirmed;

28 | 3. When sent by Email; or

29 | 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
30 | Service, or other expedited delivery service.

31 | B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
32 | this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
33 | transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
34 | Parcel Service, or other expedited delivery service.

35 | C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
36 | becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such

37 | //

1 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
2 damage to any COUNTY property in possession of CONTRACTOR.

3 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
4 ADMINISTRATOR.

6 **IX. SEVERABILITY**

7 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
8 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
9 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
10 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
11 in full force and effect, and to that extent the provisions of this Agreement are severable.

13 **X. STATUS OF CONTRACTOR**

14 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
15 wholly responsible for the manner in which it performs the services required of it by the terms of this
16 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
17 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
18 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
19 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
20 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
21 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
22 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
23 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
24 shall not be considered in any manner to be COUNTY's employees.

26 **XI. TERM**

27 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
28 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
29 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided
30 in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as
31 would normally extend beyond this term, including but not limited to, obligations with respect to
32 confidentiality, indemnification, audits, reporting and accounting.

33 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a
34 weekend or holiday may be performed on the next regular business day.

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XII. TERMINATION

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2 A. CONTRACTOR is responsible for meeting all programmatic and administrative contracted
3 objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the
4 issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet
5 goals and expectations, and/or for non-compliance. If CAPs are not completed within the timeframe as
6 determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved
7 and/or the Agreement could be terminated.

8 B. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
9 of any of the following events:

- 10 1. The loss by CONTRACTOR of legal capacity.
- 11 2. Cessation of services.
- 12 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
13 another entity without the prior written consent of COUNTY.
- 14 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
15 required pursuant to this Agreement.
- 16 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
17 this Agreement.
- 18 6. The continued incapacity of any physician or licensed person to perform duties required
19 pursuant to this Agreement.
- 20 7. Unethical conduct or malpractice by any physician or licensed person providing services
21 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
22 removes such physician or licensed person from serving persons treated or assisted pursuant to this
23 Agreement.

C. CONTINGENT FUNDING

- 24 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 25 a. The continued availability of federal, state and county funds for reimbursement of
26 COUNTY's expenditures, and
 - 27 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
28 approved by the Board of Supervisors.

29
30 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
31 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
32 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
33 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

34 D. In the event this Agreement is suspended or terminated prior to the completion of the term as
35 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
36 discretion, reduce the maximum allotment stated in Paragraph III. of Exhibit D to this Agreement to be
37 consistent with the reduced term of the Agreement.

E. In the event this Agreement is terminated, CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

F. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XIII. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services pursuant to this Agreement.

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XIV. WAIVER OF DEFAULT OR BREACH

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2 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
3 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
4 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
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6 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
7 Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
2 State of California.

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4 «UC_NAME» «UC_DBA»
5

6
7 BY: _____ DATED: _____
8

9 TITLE: _____
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12 BY: _____ DATED: _____
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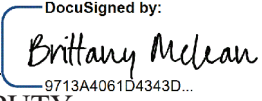
14 TITLE: _____
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16
17
18 COUNTY OF ORANGE
19

20
21 BY: _____ DATED: _____
22

23 PURCHASING AGENT/DESIGNEE
24

25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA
28

29 BY:  _____ DATED: 2/24/2023
30 DEPUTY
31

32
33
34 If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the Agreement is signed by one (1) authorized individual only, a copy of the corporate
37 resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or
her signature alone is required by ADMINISTRATOR.

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EXHIBIT A
TO AGREEMENT WITH
«UC_NAME»
«UC_DBA»
DESIGNATED EMERGENCY SERVICES
JULY 1, 2023 THROUGH JUNE 30, 2028

I. DESIGNATIONS

A. At execution of this Agreement, CONTRACTOR has received the following license and/or designations from ADMINISTRATOR or the California DHCS as appropriate:

«ACUTE_CARE_HOSPITAL»	Acute Care Hospital (ACH)
«EMERGENCY_RECEIVING_CENTER»	Emergency Receiving Center (ERC)
«CHILDRENS_EMERGENCY_RECEIVING_CENTER»	Children’s Emergency Receiving Center (CERC)
«BASE_HOSPITAL»	Base Hospital (BH)
«TRAUMA_RECEIVING_CENTER»	Trauma Receiving Center (TRC)
«PEDIATRIC TRAUMA RECEIVING CENTER»	Pediatric Trauma Receiving Center (PedTC)

B. Should CONTRACTOR fail to meet the required terms of designation for TRC/PedTC and/or BH, this Agreement shall remain in force as it relates to ERC/CERC. Should CONTRACTOR fail to meet the required terms of designation for ERC/CERC, this Agreement shall remain in force as it relates to ACH. Should CONTRACTOR fail to meet the required terms of designation for ACH, this Agreement shall terminate immediately, and CONTRACTOR shall return the applicable equipment to COUNTY or, at the sole discretion of ADMINISTRATOR, enter into a separate agreement with COUNTY for any personal property loaned to CONTRACTOR under this Agreement.

C. ADMINISTRATOR shall notify CONTRACTOR, in writing, within five (5) business days of any upgrade or downgrade to CONTRACTOR’s ERC/CERC, and/or BH, and/or TRC/PedTC designation that was initially established by OCEMS at the time of execution of the Agreement.

II. DEFINITIONS

The parties agree to the following terms and definitions, and to those terms and definitions that, for convenience, are set forth elsewhere in the Agreement.

1 A. “Acute Care Hospital (ACH)” means a hospital licensed in accordance with the requirements of
2 the California Health Facilities Licensure Act (Health and Safety Code Sections 1250 et seq.) and the
3 regulations promulgated pursuant thereto, and is equipped, staffed and prepared to provide hospital
4 services.

5 B. “Advanced Life Support (ALS)” means special services designed to provide definitive
6 prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac
7 monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of
8 specified drugs, and preparations and other specified procedures, administered by authorized personnel
9 under the direct supervision of BH as part of a local emergency medical system, at the scene of an
10 emergency, during transport to an ACH, during an interfacility transfer, and while in the emergency
11 department of an acute care hospital until responsibility is assumed by the emergency or other medical
12 staff of that hospital.

13 C. “Base Hospital (BH)” means a hospital that has met the requirements as an ACH and ERC and
14 has been designated by Orange County Emergency Medical Services (OCEMS) to provide medical
15 direction to prehospital emergency medical personnel within its area of jurisdiction in accordance with
16 policies and procedures established by OCEMS.

17 D. “Base Hospital Coordinator (BHC)” means a full-time registered nurse who assists the BHP
18 Director in the medical control and supervision of the prehospital emergency medical personnel within
19 the BH area of jurisdiction in accordance with policies and procedures established by OCEMS.
20 Minimum qualifications of the BHC are included in OCEMS Policy 610.00.

21 E. “Base Hospital Physician (BHP)” means a licensed physician who is assigned to the emergency
22 department of a BH, and who is experienced and knowledgeable in issuing advice and instructions to
23 prehospital emergency medical care personnel consistent with standardized procedures and protocols
24 established by OCEMS.

25 F. “Base Hospital Physician (BHP) Director” means a BHP who is responsible for overall medical
26 control and supervision of the BH’s ALS Program.

27 G. “Children’s Emergency Receiving Center (CERC)” means a licensed general ACH with a
28 special permit for basic or comprehensive emergency services that meets the California Children’s
29 Services (CCS) standards for Pediatric Intensive Care Units (PICUs) and has been designated by
30 OCEMS to receive emergency and critically ill pediatric patients transported by the emergency medical
31 services system.

32 H. “Contracting Hospital” means a hospital that has executed an Agreement for Provision of
33 Designated Emergency Services with COUNTY that is the same as this Agreement.

34 I. “Emergency Medical Technician Paramedic (EMT-P) or Paramedic” means an individual
35 whose scope of practice is to provide advanced life support in accordance with State of California and
36 local standards and who is licensed by the State of California and locally accredited by the OCEMS

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1 Medical Director, pursuant to Health and Safety Code Section 1797.84, as is now in existence or as may
2 hereafter amended or changed.

3 J. “Emergency Receiving Center (ERC)” means a licensed general ACH with a special permit for
4 basic or comprehensive emergency service, which has not been designated as a trauma center, but which
5 has met the requirements to be designated by OCEMS as a part of the local emergency and trauma care
6 system and designated to receive EMS patients pursuant to Title 22 section 100243.

7 K. “Mobile Intensive Care Nurse (MICN)” means a registered nurse who is functioning pursuant to
8 Section 2725 of the Business and Professions Code and who is authorized by the OCEMS Medical
9 Director pursuant to Health and Safety Code 1797.56 as qualified to provide prehospital advanced life
10 support or to issue instructions to prehospital emergency medical care personnel within an emergency
11 medical system according to standardized procedures developed by OCEMS.

12 L. “OCEMS” means the Orange County Emergency Medical Services.

13 M. “Trauma Receiving Center (TRC)” means a licensed hospital which has met the ACH and ERC
14 requirements and has been designated by OCEMS as a trauma center according to the requirements in
15 Articles 2 through 5 of Division 9, Chapter 7 of Title 22.

16 N. “Pediatric Trauma Receiving Center (PedTC)” means a licensed hospital which has met the
17 ACH and CERC requirements and has been designated by OCEMS as a pediatric trauma center
18 according to the requirements in Articles 2 through 5 of Division 9, Chapter 7 of Title 22.

19 O. “Regional Emergency Advisory Committee (REAC)” means a committee composed of the BHP
20 and members of the emergency receiving hospitals in the BH service area established by OCEMS
21 pursuant to Health and Safety Code Section 1798.100.

22
23 **III. SERVICES**

24 Throughout the term of the Agreement, CONTRACTOR is responsible for only the services
25 described hereunder that are indicated in Paragraph I. of this Exhibit A. to the Agreement, or which have
26 been modified by ADMINISTRATOR at the request of OCEMS or the DHCS.

27 **A. ACUTE CARE HOSPITAL**

28 1. CONTRACTOR shall be an Orange County ACH for the term of this Agreement, subject to
29 any denial, suspension, and/or revocation of such designation by the State.

30 2. CONTRACTOR shall continually meet all applicable standards established in Title 22 as
31 they now exist or may be hereafter amended, maintain equipment and subscription service for access to
32 the HEAR/ReddiNet system, allow periodic inspections by ADMINISTRATOR’s medical director or
33 designee to ensure compliance with criteria during the period of designation, cooperate with
34 ADMINISTRATOR in monitoring and evaluating system functions, investigating process, and
35 safeguarding the 800 MHz Radio System, as described in Exhibit B to the Agreement.

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1 3. Except as specifically provided for in any other agreement between COUNTY and
2 CONTRACTOR, COUNTY shall not be liable for any costs incurred by CONTRACTOR with respect
3 to the provision of patient care services, acquisition of equipment, supplies or personnel, as said costs
4 relate to services provided hereunder, unless otherwise specified in the Agreement including the
5 attached Exhibits A, B, C and/or D.

6 4. ACH Equipment – COUNTY has provided CONTRACTOR with the ACH Equipment
7 indicated in Subparagraph A. of Exhibit B to the Agreement. If CONTRACTOR’s ACH designation is
8 terminated, CONTRACTOR shall return the applicable ACH Equipment to COUNTY or, at the sole
9 discretion of ADMINISTRATOR, enter into a separate agreement with COUNTY for the ACH
10 Equipment specified in Exhibit B to the Agreement.

11 5. Disaster Response Partnership

12 a. CONTRACTOR shall be designated a partner of COUNTY for disaster response
13 purposes. As such, CONTRACTOR shall participate in disaster exercises at the request of COUNTY
14 and shall have disaster plans and equipment in place to:

- 15 1) Prepare for, respond to, and mitigate an internal disaster, and/or
- 16 2) Prepare for, respond to, and mitigate an external disaster in which a large number
17 of casualties may be anticipated.

18 b. If CONTRACTOR is relatively unaffected by an internal or external disaster,
19 CONTRACTOR shall use its best efforts to provide resources to COUNTY (e.g., beds, equipment,
20 personnel) to assist with the overall management and response to a disaster. This may include making
21 resources available to other counties requesting mutual aid.

22 c. COUNTY shall use its best efforts to assist CONTRACTOR in recouping costs
23 associated with the disaster response activities to the extent permitted by law.

24 d. CONTRACTOR shall provide an amateur communications antenna for emergency
25 radio communications in the event of radio or telephone failure. Specifications of the antenna and
26 location of the terminal hook up shall be determined in cooperation with CONTRACTOR’s Disaster
27 Support Communications representative.

28 B. EMERGENCY RECEIVING CENTER – If CONTRACTOR is designated as an Orange
29 County ERC, subject to any denial, suspension, and/or revocation of such designation, CONTRACTOR
30 shall be evaluated periodically in accordance with OCEMS Policy 600.00 “Emergency Receiving
31 Center Criteria,” as it now exists or may hereafter be amended. The effective dates of the ERC
32 Designation, not to exceed three (3) years, is determined by the OCEMS Department; however,
33 CONTRACTOR must maintain its designation throughout the term of the Agreement; termination of the
34 Agreement terminates the ERC designation.

35 C. CHILDREN’S EMERGENCY RECEIVING CENTER – If CONTRACTOR is designated as
36 an Orange County CERC, subject to any denial, suspension, and/or revocation of such designation,
37 CONTRACTOR shall be evaluated periodically in accordance with OCEMS Policy 680.00

1 “Comprehensive Children’s Emergency Receiving Center Designation Criteria,” as it now exists or may
2 hereafter be amended. The effective dates of the CERC Designation, not to exceed three (3) years, is
3 determined by the OCEMS Department; however, CONTRACTOR must maintain its designation
4 throughout the term of the Agreement; termination of the Agreement terminates the CERC designation.

5 **D. BASE HOSPITAL SERVICES**

6 1. Base Hospital Designation – If CONTRACTOR is designated by COUNTY as a BH in
7 accordance with all applicable state and local laws and regulations, CONTRACTOR shall be evaluated
8 periodically in accordance with OCEMS Policy 610.00 “Base Hospital Criteria,” as it now exists or may
9 hereafter be amended. The effective dates of the BH Designation, not to exceed three (3) years, is
10 determined by the OCEMS Department; however, CONTRACTOR must maintain its designation
11 throughout the term of the Agreement; termination of the Agreement terminates the BH designation.

12 2. Base Hospital Equipment – COUNTY has provided CONTRACTOR with the Equipment
13 referenced in Exhibit B of this Agreement. If CONTRACTOR’s BH designation is terminated,
14 CONTRACTOR shall return the applicable Equipment or, at the sole discretion of ADMINISTRATOR,
15 enter into a separate agreement with COUNTY for the BH Equipment specified in Exhibit B to the
16 Agreement.

17 **E. TRAUMA RECEIVING CENTER SERVICES** – If CONTRACTOR is designated as an
18 Orange County TRC, subject to any denial, suspension, and/or revocation of such designation as
19 described hereunder, CONTRACTOR shall be evaluated periodically in accordance with OCEMS
20 Policy 620.00 “Trauma Receiving Center Criteria,” as it now exists or may hereafter be amended. The
21 effective dates of the TRC Designation, not to exceed three (3) years, is determined by the OCEMS
22 Department; however, CONTRACTOR must maintain its designation throughout the term of this
23 Agreement; termination of this Agreement terminates the ERC designation.

24 **F. PEDIATRIC TRAUMA RECEIVING CENTER** – If CONTRACTOR is designated as an
25 Orange County PedTC, subject to any denial, suspension, and/or revocation of such designation as
26 described hereunder, CONTRACTOR shall be evaluated periodically in accordance with OCEMS
27 Policy 620.01 “Pediatric Trauma Center (PedTC) Criteria,” as it now exists or may hereafter be
28 amended. The effective dates of the PedTC Designation, not to exceed three (3) years, is determined by
29 the OCEMS Department; however, CONTRACTOR must maintain its designation throughout the term
30 of this Agreement; termination of this Agreement terminates the CERC designation.

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32 **IV. RECORDS**

33 **A. BASE HOSPITAL RECORDS** – CONTRACTOR shall maintain records and logs in
34 accordance with OCEMS Policy and Procedure 610.00.

35 **B. EMERGENCY RECEIVING CENTER RECORDS** – CONTRACTOR shall maintain records
36 and logs in accordance with OCEMS Policy and Procedure 600.00.

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1 C. CHILDREN’S EMERGENCY RECEIVING CENTER RECORDS – CONTRACTOR shall
2 maintain records and logs in accordance with OCEMS Policy and Procedure 680.00.

3 D. TRAUMA RECEIVING CENTER RECORDS – CONTRACTOR shall maintain records and
4 logs in accordance with OCEMS Policy and Procedure 620.00.

5 E. PEDIATRIC TRAUMA RECEIVING CENTER RECORDS – CONTRACTOR shall maintain
6 records and logs in accordance with OCEMS Policy and Procedure 620.01.

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8 **V. REPORTS**

9 **A. BASE HOSPITAL REPORTS**

10 1. PROGRAMMATIC REPORTS – CONTRACTOR shall provide variance and other
11 administrative reports compatible with the COUNTY computer program, Orange County Medical
12 Emergency Data System (OC-MEDS), in accordance with OCEMS Policy and Procedure 610.00. A
13 report shall be included in the proceedings of the Regional Emergency Advisory Committee by
14 CONTRACTOR.

15 2. COMMUNICATION FAILURE REPORTS – CONTRACTOR shall review and evaluate
16 each incident of communications failure per OCEMS Policy and Procedure 330.15 “Advanced Life
17 Support Treatment in Communications Failure or Without Base Hospital Contact.”

18 3. PREHOSPITAL PATIENT CARE INCIDENT REPORTS

19 a. Within ten (10) calendar days after CONTRACTOR medical staff becomes aware of an
20 unusual occurrence or an incident giving rise to a situation described in Health and Safety Code
21 1798.200, CONTRACTOR shall submit a written report of the incident to the OCEMS Medical
22 Director.

23 b. The written incident reports shall identify patients by patient registry number or other
24 appropriate numerical identifier only and shall exclude any patient name.

25 4. LICENSURE REPORTS – CONTRACTOR shall submit a written report to
26 ADMINISTRATOR within thirty (30) calendar days following the addition or deletion of a BH or
27 Mobil Intensive Care Nurse staff listing the date of change and license number of said staff member.

28 B. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as reasonably
29 required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services
30 described in this Agreement. ADMINISTRATOR shall be specific as to the nature of information
31 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

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1 EXHIBIT B
 2 TO AGREEMENT WITH
 3 «UC_NAME»
 4 «UC_DBA»
 5 DESIGNATED EMERGENCY SERVICES
 6 EQUIPMENT
 7 JULY 1, 2023 THROUGH JUNE 30, 2028

8
 9 **I. EQUIPMENT**

10 A. ERC or CERC EQUIPMENT – As a designated Emergency Receiving Center (ERC) or
 11 Children’s Emergency Receiving Center (CERC), CONTRACTOR shall receive the equipment
 12 specified in Subparagraph A.1. of this Exhibit B to the Agreement and has previously received or will
 13 receive the equipment specified in Subparagraph A.2. CONTRACTOR shall comply with Paragraph
 14 IV. of this Agreement regarding said equipment. Should the ACH designation be terminated,
 15 CONTRACTOR shall return the applicable equipment to COUNTY or, at the sole discretion of
 16 ADMINISTRATOR, enter into a separate agreement with COUNTY for said equipment.

17 1. Hospital Emergency Administrative Radio (HEAR) System – To further enhance
 18 Countywide emergency communications, COUNTY shall provide CONTRACTOR with a new HEAR
 19 Radio System, which includes the following equipment, which specifications may be modified by
 20 ADMINISTRATOR:

- 21 a. One (1) Kenwood TK-790 45-watt VHF radio
- 22 b. One (1) Kenwood KPS-15 power supply
- 23 c. One (1) Zetron Model 250 tone panel
- 24 d. One (1) Zetron 950-0330 radio cable
- 25 e. One (1) Zetron HEAR decoder
- 26 f. One (1) Zetron 709-7179 cable
- 27 g. One (1) Comtelco antenna and mount
- 28 h. One (1) set LMR-400 coax cable and connectors (50 feet)
- 29 i. One (1) PolyPhaser lightning arrester
- 30 j. One (1) Zetron Model 280 desktop remote console

31 2. 800 MHZ RADIO SYSTEM – As part of a Countywide effort to improve emergency
 32 communications, COUNTY has provided or will be providing CONTRACTOR with the 800 MHz
 33 Radio System, which includes the following equipment, which specifications may be modified by
 34 ADMINISTRATOR:

- 35 a. One (1) Astro Spectra Consolette
- 36 b. One (1) W9 Digital Remote Control 800 mhz
- 37 c. One (1) DES/DES-XL/DES-OFB Encryption

1 d. One (1) MC3000 Digital Deskset

2 e. One (1) Digital Junction Box

3 3. In order to receive the HEAR Radio System and receive and/or retain the 800 MHz Radio
4 System, CONTRACTOR shall:

5 a. Ensure that CONTRACTOR has located its HEAR and 800 MHz Radio Systems in
6 CONTRACTOR’s Emergency Department, if the ACH has such facilities, otherwise locate the HEAR
7 and 800 MHz Radio Systems in the area designated by CONTRACTOR as the command center for
8 disaster situations;

9 b. Ensure that staff utilizing the HEAR and 800 MHz Radio Systems have received
10 appropriate training;

11 c. Use the HEAR and 800 MHz Radio Systems on a regular basis to receive patients if
12 designated as an ERC;

13 d. Participate in designated disaster exercises; and

14 e. Pay the annual Reddinet access fee, as directed by ADMINISTRATOR.

15 B. BASE HOSPITAL EQUIPMENT

16 1. For BH Services, COUNTY has provided CONTRACTOR with the following items, which
17 specifications may be modified by ADMINISTRATOR:

18 a. One (1) Communication Control Center

19 b. One (1) Repeater (Rt) Base Radio

20 c. One (1) 7.5 dbd Antenna

21 d. One (1) 7/8” Foam Transmission Line Kit

22 e. Two (2) iOne - H5 All-In-One Touch Screen PCs

23 f. Stencil 8 Channel Digital Audio Recorder / Logger

24 g. Motorola CentraCom Gold Elite 2 position Radio Console

25 h. Communications Control Work Station

26 2. CONTRACTOR shall enter into an annual maintenance agreement with Stencil
27 Corporation for the period July 1, 2023 through June 30, 2028, unless otherwise authorized by
28 ADMINISTRATOR. CONTRACTOR shall provide a copy of the annual maintenance agreement to
29 ADMINISTRATOR on or before August 31, 2023.

30 3. BH Equipment shall be installed as directed by ADMINISTRATOR.

31 C. CONTRACTOR and ADMINISTRATOR may modify the equipment specified in this Exhibit
32 B to the Agreement by mutual written agreement.

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EXHIBIT C
TO AGREEMENT WITH
«UC_NAME»
«UC_DBA»
DESIGNATED EMERGENCY SERVICES
HOSPITAL DESIGNATIONS
JULY 1, 2023 THROUGH JUNE 30, 2028

I. HOSPITAL DESIGNATIONS

A. CONTRACTOR agrees to provide the following hospital services pursuant to the terms and conditions specified in this Agreement. Unless otherwise specified, the term of each designation shall be as specified in the Referenced Contract Provisions of this Agreement. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR, and ADMINISTRATOR may, at its sole discretion, add or delete Contracting Hospitals following written notification to the Hospital Association of Southern California.

B. The Table of Hospital Designations and Equipment for ACHs, ERCs, CERCs, BHs, TRCs, and PedTC is as follows:

Facility	Acute Care Hospital	Emergency Receiving Centers	Children's Emergency Receiving Center	Base Hospitals	Trauma Receiving Centers	Pediatric Trauma Receiving Center	HEAR	800 mHz
Anaheim Regional Medical Center	X	X					X	X
Chapman Global Medical Center	X	X					X	X
Children's Hospital of Orange County	X		X	X		X	X	X
South Coast Global Medical Center	X	X					X	X
College Hospital of Costa Mesa	X							X
Foothill Regional Medical Center	X	X					X	X
Fountain Valley Regional Hospital	X	X					X	X
Encompass Health Rehabilitation	X							

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Facility	Acute Care Hospital	Emergency Receiving Centers	Children's Emergency Receiving Center	Base Hospitals	Trauma Receiving Centers	Pediatric Trauma Receiving Center	HEAR	800 mHz
Hospital of Tustin								
Hoag Memorial Hospital Presbyterian – Newport Beach	X	X		X			X	X
Hoag Memorial Hospital Presbyterian - Irvine	X	X					X	X
Kaiser Foundation Hospitals, Inc. - Anaheim	X	X					X	X
Kaiser Foundation Hospitals, Inc. - Irvine	X	X					X	X
Kindred Hospital - Brea	X							X
Kindred Hospital - Santa Ana	X							
Kindred Hospital - Westminster	X						X	
Los Alamitos Medical Center	X	X					X	X
Mission Hospital – Mission Viejo	X	X	X	X	X	X	X	X
Mission Hospital – Laguna Beach	X	X					X	X
Orange Coast Memorial Medical Center	X	X					X	X

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	Facility	Acute Care Hospital	Emergency Receiving Centers	Children's Emergency Receiving Center	Base Hospitals	Trauma Receiving Centers	Pediatric Trauma Receiving Center	HEAR	800 mHz
1									
2									
3									
4	Placentia Linda Hospital	X	X					X	X
5									
6	Prime Healthcare Garden Grove, LLC	X	X					X	X
7									
8									
9	Prime Healthcare Huntington Beach, LLC	X	X		X			X	X
10									
11									
12	Prime Healthcare La Palma, LLC	X	X					X	X
13									
14	Prime Healthcare Anaheim, LLC	X	X					X	X
15									
16	Saddleback Memorial Medical Center - Laguna	X	X					X	X
17									
18	St. Joseph Hospital - Orange	X	X					X	X
19									
20	St. Jude Hospital, Inc.	X	X		X			X	X
21									
22									
23	University of California - UCI Medical Center	X	X		X	X		X	X
24									
25	Anaheim Global Medical Center	X	X					X	X
26									
27	Orange County Global Medical Center	X	X		X	X		X	X
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EXHIBIT D
TO AGREEMENT WITH
«UC_NAME»
«UC_DBA»

DESIGNATED EMERGENCY SERVICES
BI-DIRECTIONAL DATA EXCHANGE SERVICES
JULY 1, 2023 THROUGH JUNE 30, 2028

I. CONTRACTOR OPT IN AND FUNDING DEADLINE

A. Contractors who are designated ERCs are eligible to participate in one time funding to support Bi-Directional Data Exchange Services consisting of initial integration costs up to the maximum allotment as stated in Paragraph III. of this Exhibit D.

B. Funding is only available through June 30, 2024 and all projects must be completed and invoiced prior to May 31, 2024.

II. CONTRACTOR RESPONSIBILITIES

A. CONTRACTOR shall ensure CONTRACTOR’s Electronic Health Record (EHR) system can receive Admission, Discharge, and Transfer (ADT) information and/or other relevant data and attachments, such as a Portable Document Format (PDF) copy of Patient Care Reports (PCR) from the OC-MEDS HIH in a manner consistent with modern healthcare data interoperability standards for every EMS patient ambulance transport received by their Emergency Department (ED).

B. CONTRACTOR shall ensure that their EHR system is configured to allow ED physicians and other clinicians to view relevant EMS patient care data that has been transmitted to the receiving hospital EHR. The EHR should include a functionality which allows ED clinical staff to view arrived EMS ambulance patient traffic so that staff can select records to view and associate or match with patient(s) admitted to the ED if the automated process is not successful.

C. CONTRACTOR’s EHR shall utilize common patient identifiers such as name, medical record number, date of birth, address, etc. Common patient identifiers shall be used to attempt to match received EMS patient records with patients who have been admitted to the ED. Should EMS records received not include sufficient information to automate matching, CONTRACTOR shall use best efforts to perform a manual process to match records.

D. CONTRACTOR shall, to the extent necessary, work collaboratively with ADMINISTRATOR’s software provider, ImageTrend, Inc., to ensure data exchange and interoperability.

E. CONTRACTOR shall ensure that relevant patient outcome data (i.e., admitting diagnosis, treatments, dispositions, etc.) and demographic information as defined by OCEMS Policy 300.31 (OC-MEDS Data Dictionary) is transmitted to the OC-MEDS Health Information Hub (HIH) for every

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1 | matched patient record. Transmission of outcome data using this process shall meet ERC outcome data
2 | reporting requirements pursuant to OCEMS Policy 600.00 and 300.50.

3 | F. CONTRACTOR shall ensure that all connections initially established are maintained, including
4 | notification to COUNTY of any changes that may affect the integration, including but not limited to
5 | software updates, configuration updates, and/or planned or unplanned downtime.

6 |
7 | **III. BUDGET AND PAYMENT**

8 | A. CONTRACTOR is eligible for reimbursement in an amount up to «Allocation» for Bi-
9 | Directional Data Exchange Services consisting of initial integration and data exchange verification.

10 | B. CONTRACTOR may request reimbursement after OCEMS has approved the integration and
11 | data exchange, which approval shall not be unreasonably withheld.

12 | C. Invoices are due to ADMINISTRATOR no later than May 31, 2024. Invoices shall be
13 | submitted to CSInvoices@ochca.com on a template provided by ADMINISTRATOR. COUNTY shall
14 | release payment within thirty (30) calendar days of a properly completed invoice.

15 | D. COUNTY shall not reimburse CONTRACTOR for any Bi-Directional Data Exchange Services
16 | specified in this Exhibit D that are performed or invoiced after May 31, 2024.

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