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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, 2018 through June 30, 2023

CONTRACTOR Term:

Acute Care Hospital:	«ACH_TERM»
Emergency Receiving Center:	«ERC_TERM»
Children's Emergency Receiving Center:	«CERC_TERM»
Base Hospital Services:	«BHS_TERM»
Paramedic Trauma Receiving Center:	«PTRC_TERM»

AGGREGATE MAXIMUM OBLIGATION: \$1,960,000.00

CONTRACTOR DUNS Number: «DUNS»

CONTRACTOR TAX ID Number: «TAX_ID»

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Development and Management
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:

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. PTRC	Paramedic Trauma Receiving Center
9	AP. PedTC	Pediatric Trauma Center
10	AQ. SIR	Self-Insured Retention
11	AR. The 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

II. ALTERATION OF TERMS

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

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

III. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

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

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

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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, a transfer by CONTRACTOR of all or a
4 portion of the shares, partnership interests, or other ownership interests of CONTRACTOR, in a single
5 transaction or a series of transactions, where more than fifty percent (50%) of the outstanding voting
6 power of CONTRACTOR is acquired by a person or entity or group of related persons or entities that
7 was not the holder of at least fifty percent (50%) of the outstanding voting power of CONTRACTOR on
8 the effective date of this Agreement shall be deemed an assignment pursuant to this paragraph. Any
9 attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

34 **IV. EQUIPMENT**

35 A. COUNTY has loaned CONTRACTOR personal property as indicated in Exhibit B to this
36 Agreement. Title to these items remains vested in COUNTY. Such property shall be maintained by
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1 CONTRACTOR in accordance with the requirements set forth in COUNTY's "Accounting Procedures
2 Manual," as it exists or may be periodically amended hereafter, a current copy of which has been
3 provided to CONTRACTOR. COUNTY shall allow CONTRACTOR thirty (30) days from receipt of
4 an amended Manual to implement any required changes. CONTRACTOR shall cooperate with
5 ADMINISTRATOR in conducting such periodic on-site inventories as may be required by
6 ADMINISTRATOR.

7 B. INTERFERENCE TESTING

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

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

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

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

22 C. EQUIPMENT DAMAGE

23 1. CONTRACTOR shall be liable for any damage to COUNTY equipment, loaned and
24 installed under the terms of this Agreement, caused by CONTRACTOR or any of its subcontractors.
25 Damage liability shall not include the wear and tear associated with normal operation of the equipment
26 or from any damage caused by act of God or from other causes beyond the reasonable control of
27 CONTRACTOR.

28 2. It is understood that the maintenance expense of such loaned equipment shall be
29 COUNTY's responsibility and that COUNTY shall maintain such loaned equipment at its expense.
30 Should any of such equipment fail to operate properly, CONTRACTOR shall inform COUNTY, and
31 COUNTY shall promptly repair or replace such equipment. Notice by CONTRACTOR shall be given
32 as directed by ADMINISTRATOR.

33 3. In the event that CONTRACTOR's license as an Acute Care Hospital or its designation as a
34 Base Hospital or Paramedic Receiving Center are terminated, CONTRACTOR shall return the
35 applicable Equipment to COUNTY or, at sole discretion of ADMINISTRATOR, enter into a separate
36 Agreement with COUNTY for the Equipment specified in Exhibit B to this Agreement.

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2 **V. INDEMNIFICATION**

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

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

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

25 **VI. LICENSES AND LAWS**

27 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
28 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
29 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
30 required by the laws, regulations and requirements of the United States, the State of California,
31 COUNTY, and all other applicable governmental agencies.

32 **ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

33 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
34 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
35 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
36 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
37 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the

1 COUNTY shall constitute grounds for termination of the Agreement.

2 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
3 of the award of this Agreement:

4 a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security
5 number, and residence address;

6 b. In the case of a CONTRACTOR doing business in a form other than as an individual,
7 the name, date of birth, social security number, and residence address of each individual who owns an
8 interest of ten percent (10%) or more in the contracting entity;

9 3. It is expressly understood that this data will be transmitted to governmental agencies
10 charged with the establishment and enforcement of child support orders, or as permitted by federal
11 and/or state statute.

12 **VII. NOTICES**

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

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

18 2. When faxed, transmission confirmed;

19 3. When sent by Email; or

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

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

26 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
27 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
28 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
29 damage to any COUNTY property in possession of CONTRACTOR.

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

32 **VIII. SEVERABILITY**

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

4 5 **IX. STATUS OF PARTIES**

6 A. Each party is, and shall at all times be deemed to be, an independent contractor and shall be
7 wholly responsible for the manner in which it performs the services required of it by the terms of this
8 Agreement. Each party is entirely responsible for compensating staff and consultants employed by that
9 party. This Agreement shall not be construed as creating the relationship of employer and employee, or
10 principal and agent, between COUNTY and CONTRACTOR or of either party's employees, agents,
11 consultants, or contractors. Each party assumes exclusively the responsibility for the acts of its
12 employees, agents, consultants, or contractors as they relate to the services to be provided during the
13 course and scope of their employment or respective contracts.

14 B. COUNTY shall neither have, nor exercise, any control or direction over the methods by which
15 CONTRACTOR shall perform its obligations under this Agreement. The standards of medical care and
16 professional duties of CONTRACTOR'S employees performing medical services under this Agreement
17 shall be determined, as applicable, by CONTRACTOR'S Board of Directors and the standards of care in
18 the community in which CONTRACTOR is located, and all applicable provisions of law and other rules
19 and regulations of any and all governmental authorities relating to licensure and regulation of
20 CONTRACTOR.

21 22 **X. TERM**

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

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

31 32 **XI. TERMINATION**

33 A. Either party may terminate this Agreement, without cause, upon ninety (90), calendar days
34 written notice given the other party.

35 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
36 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this
37 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty

1 (30) calendar days for corrective action.

2 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
3 of any of the following events:

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

18 D. CONTINGENT FUNDING

- 19 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 20 a. The continued availability of federal, state and county funds for reimbursement of
21 COUNTY's expenditures, and
 - 22 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
23 approved by the Board of Supervisors.
- 24 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
25 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
26 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
27 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

28 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
29 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
30 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
31 term of the Agreement.

32 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
33 above, CONTRACTOR shall do the following:

- 34 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
35 is consistent with recognized standards of quality care and prudent business practice.
- 36 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
37 performance during the remaining contract term.

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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.

G. 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.

XII. 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.

XIII. WAIVER OF DEFAULT OR BREACH

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

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

3
4 «UC_NAME» «UC_DBA»
5

6
7 BY: _____ DATED: _____
8

9 TITLE: _____
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12 BY: _____ DATED: _____
13

14 TITLE: _____
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18 COUNTY OF ORANGE
19

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21 BY: _____ DATED: _____
22

23 HEALTH CARE AGENCY
24

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

29
30 BY: _____ DATED: _____
31

32 DEPUTY
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34 If the contracting party 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 contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 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.

EXHIBIT A
TO AGREEMENT WITH
«UC_NAME»
«UC_DBA»
DESIGNATED EMERGENCY SERVICES
JULY 1, 2018 THROUGH JUNE 30, 2023

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)
«PARAMEDIC_TRAUMA_RECEIVING_CENTER»	Paramedic Trauma Receiving Center (PTRC)
	Pediatric Trauma Receiving Center (PedTC)

B. Should CONTRACTOR fail to meet the required terms of designation for PTRC/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, and CONTRACTOR shall enter into a new agreement with the COUNTY for any personal property loaned to the CONTRACTOR.

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 PTRC/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.

A. “Acute Care Hospital” (ACH) means a hospital licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code Sections 1250 et seq.) and the

1 regulations promulgated pursuant thereto, and is equipped, staffed and prepared to provide hospital
2 services.

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

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

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

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

23 F. “Base Hospital Physician (BHP) Director” means a BHP who is responsible for overall medical
24 control and supervision of the BH’s Advanced Life Support Program.

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

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

32 I. “Emergency Medical Technician Paramedic (EMT-P) or Paramedic” means an individual
33 whose scope of practice to provide advanced life support in accordance with State of California and
34 local standards and who is licensed by the State of California and locally accredited by the OCEMS
35 Medical Director, pursuant to Health and Safety Code Section 1797.84, as is now in existence or as may
36 hereafter amended or changed.

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

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

10 L. "OCEMS" means the Orange County Emergency Medical Services.

11 M. "Paramedic Trauma Receiving Center" means a licensed hospital which has met the ACH and
12 ERC requirements and has been designated by OCEMS as a trauma center according to the
13 requirements in Articles 2 through 5 of Division 9, Chapter 7 of Title 22.

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

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

20 21 **III. SERVICES**

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

25 **A. ACUTE CARE HOSPITAL**

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

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

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

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

8 5. Disaster Response Partnership

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

12 1) Prepare for, respond to, and mitigate an internal disaster, and/or

13 2) Prepare for, respond to, and mitigate an external disaster in which a large number
14 of casualties may be anticipated.

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

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

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

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

32 C. BASE HOSPITAL SERVICES

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

3 2. Base Hospital Equipment – COUNTY has provided CONTRACTOR with the Equipment
4 referenced in Exhibit B of this Agreement. If CONTRACTOR’s BH designation is terminated,
5 CONTRACTOR shall return the applicable Equipment or, at the sole discretion of ADMINISTRATOR,
6 enter into a separate Agreement with COUNTY for the BH Equipment specified in Exhibit B to the
7 Agreement.

8 D. PARAMEDIC TRAUMA RECEIVING CENTER SERVICES – If CONTRACTOR is
9 designated as an Orange County PTRC subject to any denial, suspension, and/or revocation of such
10 designation as described hereunder, CONTRACTOR shall be evaluated periodically in accordance with
11 OCEMS Policy 620.00 “Paramedic Trauma Receiving Center Criteria,” as it now exists or may
12 hereafter be amended. The effective dates of the PTRC Designation, not to exceed three (3) years, is
13 determined by the OCEMS Department; however, CONTRACTOR must maintain its designation
14 throughout the term of this Agreement; termination of this Agreement terminates the ERC designation.

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

22 **IV. RECORDS**

23 A. BASE HOSPITAL RECORDS – CONTRACTOR shall maintain records and logs in
24 accordance with OCEMS Policy and Procedure 610.00.

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

27 C. PARAMEDIC TRAUMA RECEIVING CENTER RECORDS – CONTRACTOR shall
28 maintain records and logs in accordance with OCEMS Policy and Procedure 620.00 and 620.01 and
29 complete and maintain the Trauma Patient Registry in accordance with OCEMS Policy and Procedure
30 390.40.
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32 **V. REPORTS**

33 A. BASE HOSPITAL REPORTS

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

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

6 3. PREHOSPITAL PATIENT CARE INCIDENT REPORTS

7 a. Within ten (10) calendar days after CONTRACTOR medical staff becomes aware of an
8 unusual occurrence or an incident giving rise to a situation described in Health and Safety Code
9 1798.200, CONTRACTOR shall submit a written report of the incident to the OCEMS Medical
10 Director.

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

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

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

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EXHIBIT B
TO AGREEMENT WITH
«UC_NAME»
«UC_DBA»
DESIGNATED EMERGENCY SERVICES
EQUIPMENT
JULY 1, 2018 THROUGH JUNE 30, 2023

I. EQUIPMENT

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

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

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

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

- a. One (1) Astro Spectra Consolette
- b. One (1) W9 Digital Remote Control 800 mhz
- 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; and

13 d. Participate in designated disaster exercises.

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, 2013 through June 30, 2018, unless otherwise authorized by
28 ADMINISTRATOR. CONTRACTOR shall provide a copy of the annual maintenance agreement to
29 ADMINISTRATOR on or before August 31, 2013.

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

31 C. CONTRACTOR and ADMINISTRATOR may modify the equipment specified in this
32 Exhibit 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, 2018 THROUGH JUNE 30, 2023

I. HOSPITAL DESIGNATIONS

A. CONTRACTOR agrees to provide the following hospital services pursuant to the terms and conditions specified in this Agreement for Provision of designated Emergency Services by and between CONTRACTOR and COUNTY. 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 ACH's, ERC's, CERC's, BH's, and PTRC's is as follows:

Facility	Acute Care Hospital	Emergency Receiving Centers	Children's Emergency Receiving Center	Base Hospitals	Paramedic Trauma Receiving Centers	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 Pediatric	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
Garden Grove Hospital							

	Facility	Acute Care Hospital	Emergency Receiving Centers	Children's Emergency Receiving Center	Base Hospitals	Paramedic Trauma Receiving Centers	HEAR	800 mHz
1								
2								
3								
4	HealthSouth Tustin	X					X	
5	Rehabilitation Hospital							
6	Hoag Memorial Hospital							
7	Presbyterian – Newport	X	X		X		X	X
8	Beach							
9	Hoag Memorial Hospital							
10	Presbyterian - Irvine	X	X				X	X
11	Kaiser Foundation							
12	Hospitals, Inc. -	X	X				X	X
13	Anaheim							
14	Kaiser Foundation							
15	Hospitals, Inc. - Irvine	X	X				X	X
16	Kindred Hospital - Brea	X						X
17	Kindred Hospital - Santa							
18	Ana	X						
19	Kindred Hospital -							
20	Westminster	X					X	
21	Los Alamitos Medical							
22	Center	X	X				X	X
23	Mission Hospital							
24		X	X		X	X	X	X
25	Mission Hospital –							
26	Laguna Beach	X	X				X	X
27	Orange Coast Memorial							
28	Medical Center	X	X				X	X
29	Placentia Linda Hospital							
30		X	X				X	X
31	Prime Healthcare							
32	Garden Grove, LLC	X	X				X	X
33	Prime Healthcare							
34	Huntington Beach, LLC	X	X		X		X	X
35	Prime Healthcare La							
36	Palma, LLC	X	X				X	X
37								

EXHIBIT D
TO AGREEMENT WITH
«UC_NAME»
«UC_DBA»
DESIGNATED EMERGENCY SERVICES
HOSPITAL DESIGNATIONS
JULY 1, 2018 THROUGH JUNE 30, 2023

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 module or modal that allows ED clinical staff to view incoming EMS ambulance patient traffic so that staff can select records to view and associate or match with patient(s) admitted to the ED.

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 received EMS records 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 the OC-MEDS Data Dictionary¹ is transmitted to the OC-MEDS Health Information Hub (HIH) for every matched patient record. Transmission of outcome data using this process shall meet ERC outcome data reporting requirements².

1. Reference OCEMS Policy 300.31 - OC-MEDS Data Dictionary.
2. Reference OCEMS Policy 300.50 – Emergency Receiving/Specialty Center Data Reporting Criteria

D. Contractor shall ensure that all connections initially established are maintained, including notification to County of any changes that may affect the integration, including but not limited to software updates, configuration updates, and/or planned or unplanned downtime.

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II. BUDGET AND PAYMENT

A. Contractor is eligible for reimbursement in an amount up to «Allocation» for initial integration and data exchange verification.

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

C. Invoices are due to Administrator no later than May 31, 2023.

D. Invoices shall be submitted to CSInvoices@ochca.com on a template provided by Administrator.

E. County shall release payment within 30 calendar days of a properly completed invoice.

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