



**AMENDMENT NO. 1**  
**TO**  
**CONTRACT NO. MA-042-22011444**  
**FOR**  
**DESIGNATED EMERGENCY SERVICES**

This Amendment (“Amendment No. 1”) to the Contract for Designated Emergency Services is made and entered into on July 1, 2022 (“Effective Date”) between «Legal» (“Contractor”), with a place of business at «Address», and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, Parties executed the Designated Emergency Services contract, effective July 1, 2018 through June 30, 2023 (“Contract”); and

**WHEREAS**, the Orange County Health Care Agency received grant funding to implement a bi-directional data exchange between Orange County Emergency Medical Services and designated emergency receiving centers; and

**WHEREAS**, Contractor is interested in access to near real time access to Patient Care Reports; and

**WHEREAS**, the Parties desire to enter into this Amendment No. 1 to amend the contract to establish bi-directional data exchanges and add funding in the amount of \$1,860,724;

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract number shall be MA-042-22011444.
2. The Maximum Obligation of the Contract is increased to \$1,860,724.
3. Exhibit D is added to the Contract .
4. Except as amended herein, all terms and conditions contained in the Contract are incorporated herein by this reference and shall remain in full force and effect unless sooner terminated or modified pursuant to the pertinent provisions of the Contract. Wherever a conflict in the terms or conditions of this Amendment No. 1 and the Contract exists, the terms or conditions of this Amendment No. 1 shall prevail. In all other respects, the terms and conditions of the Amendment No. 1 not specifically changed by this Amendment No. 1. shall remain in full force and effect.

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Contract MA-042-22011444

County of Orange, Health Care Agency  
 File Folder: M042DR999  
 «Lname»

Page 1 of 5

**EXHIBIT D**  
**TO AGREEMENT WITH**  
**«LEGAL»**  
**DESIGNATED EMERGENCY SERVICES**  
**BI-DIRECTIONAL DATA EXCHANGE SERVICES**  
**JULY 19, 2022 THROUGH JUNE 30 2023**

**I. 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 Dictionary<sup>1</sup> 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 requirements<sup>2</sup>.

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

F. 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.

## 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](mailto:CSInvoices@ochca.com) on a template provided by Administrator.
- E. County shall release payment within 30 calendar days of a properly completed invoice.

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: «Legal\_Name»**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

BY:  \_\_\_\_\_  
79055CA571A94F8...  
DEPUTY

DATED: 5/31/2022 \_\_\_\_\_