

1 AGREEMENT FOR PROVISION OF
2 DESIGNATED EMERGENCY SERVICES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL
7 CORPORATION, ON BEHALF OF
8 UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER
9 JULY 1, 2023 THROUGH JUNE 30, 2028

10
11 THIS AGREEMENT entered into this 1st day of July 2023 (effective date), is by and between the
12 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and THE
13 REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL CORPORATION, ON
14 BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER, (CONTRACTOR).
15 COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or
16 collectively as "Parties." This Agreement shall be administered by the Director of COUNTY's Health
17 Care Agency ("ADMINISTRATOR").

18
19 **WITNESSETH:**

20
21 WHEREAS, CONTRACTOR is an Orange County hospital that has been licensed and/or
22 designated to provide specific services as defined and described in the Exhibits to this Agreement; and

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

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

27 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
28 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 Amount Not to Exceed : \$1,960,724

Contractor Designation

- Acute Care Hospital: X
- Emergency Receiving Center: X
- Children’s Emergency Receiving Center:
- Base Hospital Services: X
- Trauma Receiving Center: X
- Pediatric Trauma Receiving Center

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: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A
 CONSTITUTIONAL CORPORATION, ON BEHALF OF UNIVERSITY OF CALIFORNIA,
 IRVINE MEDICAL CENTER

Attn: Denise Burton - Executive Director
 UC Irvine Health Services Contracting Dept.
 333 City Blvd. West, Suite 550
 Orange, CA 92868
 burtonmd@hs.uci.edu

1 cc: Attn: Colette Baeza - Medical Center Director
 2 UCI Health - Emergency & Trauma Services
 3 cgbaeza@hs.uci.edu
 4
 5 cc: Andy Trinidad - Project Manager
 6 UCI Health - Information Services
 7 trinidao@hs.uci.edu
 8
 9 cc: Sandra Iliana De Moor – Contracts Manager
 10 UC Irvine Health Services Contracting Dept.
 11 sdemoor@hs.uci.edu

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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 Act, Public Law 111-005
12		
13	AS. USC	United States Code
14	AT. WIC	State of California Welfare and Institutions Code
15	AU. HIH	Health Information Hub
16		

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 the
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 //

VI. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

VII. MAXIMUM OBLIGATION

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

VIII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

7 8 **IX. SEVERABILITY**

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

14 15 **X. STATUS OF CONTRACTOR AND COUNTY**

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

27 28 **XI. TERM**

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

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

37

XII. TERMINATION

- 1
- 2 A. Either Party may terminate this Contract without cause, upon ninety (90) calendar days' prior
- 3 written notice to the other Party.
- 4
- 5 B. CONTRACTOR is responsible for meeting all programmatic and administrative contracted
- 6 objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject
- 7 to the issuance of a CAP for the failure to perform to the level of contracted objectives,
- 8 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not
- 9 completed within the timeframe specified in ADMINISTRATOR's notice, payments may be
- 10 reduced or withheld until CAP is resolved and/or the Agreement could be terminated.
- 11 COUNTY shall issue a CAP in writing and send to CONTRACTOR at the address listed in the
- 12 Referenced Contract Provisions. The CAP shall allow CONTRACTOR not less than thirty (30)
- 13 but not more than forty-five (45) calendar days from the date of receipt of the CAP to complete
- 14 the CAP.
- 15 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of
- 16 any of the following events:
- 17 1. The loss by CONTRACTOR of legal capacity.
- 18 2. Cessation of services.
- 19 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
- 20 another entity without the prior written consent of COUNTY.
- 21 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
- 22 required pursuant to this Agreement.
- 23 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
- 24 this Agreement.
- 25 6. The continued incapacity of any physician or licensed person to perform duties required
- 26 pursuant to this Agreement.
- 27 7. Unethical conduct or malpractice by any physician or licensed person providing services
- 28 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
- 29 removes such physician or licensed person from serving persons treated or assisted pursuant to this
- 30 Agreement.
- 31 D. CONTINGENT FUNDING
- 32 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- 33 a. The continued availability of federal, state and county funds for reimbursement of
- 34 COUNTY's expenditures, and
- 35 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
- 36 approved by the Board of Supervisors.
- 37 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,

1 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
2 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
3 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms and may terminate this
4 Agreement upon written notice to County.

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

9 F. In the event this Agreement is terminated by either party, after receiving Notice of Termination,
10 CONTRACTOR shall do the following:

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

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

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

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

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

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

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

26 G. The rights and remedies of provided in this Termination Paragraph shall not be exclusive and
27 are in addition to any other rights and remedies provided by law or under this Agreement.

28 **XIII. THIRD PARTY BENEFICIARY**

29 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
30 including, but not limited to, any subcontractors or any clients provided services pursuant to this
31 Agreement.
32

33 **XIV. WAIVER OF DEFAULT OR BREACH**

34 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
35 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
36 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
37

1 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
2 Agreement.

3
4 **XV. THE REGENTS**

5 A. COUNTY acknowledges that the Regents of the University of California (“The Regents”) has
6 entered into this Contract solely on behalf of and with respect to The Regents Of The University Of
7 California, As Described In Article IX, Section 9 Of The California Constitution, On Behalf Of UC
8 Irvine Medical Center , and not on behalf of or with respect to any other division, business or operating
9 unit, enterprise, facility, group, plan, or program that is or may be owned, controlled, governed, or
10 operated by, or affiliated with, The Regents, including, without limitation, any other university, campus,
11 health system, medical center, hospital, clinic, medical group, physician, or health or medical plan or
12 program (collectively, the “Excluded UC Affiliates”). In light of the foregoing, COUNTY further
13 acknowledges and agrees that, notwithstanding any other provision contained in this Contract:

14 1. All obligations of The Regents under this Contract shall be limited to The Regents as and
15 when acting solely on behalf of or with respect to the University of California, Irvine Medical Center,
16 and shall in no way obligate, be binding on or restrict the business or operating activities of any of the
17 Excluded UC Affiliates;

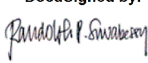
18 2. None of the Excluded UC Affiliates shall constitute or be deemed to constitute an affiliate
19 of the Regents or of the University of California, Irvine Medical Center for any purpose under this
20 Contract; and

21 3. The University of California, Irvine Medical Center, through The Regents or otherwise,
22 shall have the right to participate in, provide services under, contract as part of, and otherwise be
23 involved in the management or operation of, any health or medical insurance or benefit plan, program,
24 service or product that is sponsored or offered in whole or in part by The Regents on a system-wide
25 basis.

26 //

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

3
4 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL
5 CORPORATION, ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER

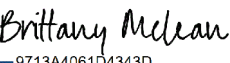
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7 BY:  DATED: 9/29/2023
8 254A2B762733426...

9 TITLE: Chief Financial officer

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13 COUNTY OF ORANGE

14
15
16 BY: _____ DATED: _____
17 PURCHASING AGENT/DESIGNEE

18
19
20 APPROVED AS TO FORM
21 OFFICE OF THE COUNTY COUNSEL
22 ORANGE COUNTY, CALIFORNIA

23
24 DocuSigned by:
25 BY:  DATED: 9/29/2023
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If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President, or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the Agreement is signed by one (1) authorized individual only, a copy of the corporate 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.

1 EXHIBIT A
 2 TO AGREEMENT WITH
 3 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL
 4 CORPORATION, ON BEHALF OF
 5 UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER
 6 DESIGNATED EMERGENCY SERVICES
 7 JULY 1, 2023 THROUGH JUNE 30, 2028

8
9 **I. DESIGNATIONS**

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

- 12
- 13 X Acute Care Hospital (ACH)
- 14
- 15 X Emergency Receiving Center (ERC)
- 16
- 17 Children’s Emergency Receiving Center (CERC)
- 18
- 19 X Base Hospital (BH)
- 20
- 21 X Trauma Receiving Center (TRC)
- 22
- 23 Pediatric Trauma Receiving Center (PedTC)

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

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

34
35 **II. DEFINITIONS**

36 The parties agree to the following terms and definitions, and to those terms and definitions that, for
37 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
37 //

1 OCEMS Medical Director, pursuant to Health and Safety Code Section 1797.84, as is now in existence
2 or as may 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 **III. SERVICES**

23
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.

36 3. Except as specifically provided for in any other agreement between COUNTY and
37 CONTRACTOR, COUNTY shall not be liable for any costs incurred by CONTRACTOR with respect

1 to the provision of patient care services, acquisition of equipment, supplies or personnel, as said costs
2 relate to services provided hereunder, unless otherwise specified in the Agreement including the
3 attached Exhibits A, B, C and/or D.

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

9 5. Disaster Response Partnership

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

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

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

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

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

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

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

33 C. CHILDREN’S EMERGENCY RECEIVING CENTER – If CONTRACTOR is designated as
34 an Orange County CERC, subject to any denial, suspension, and/or revocation of such designation,
35 CONTRACTOR shall be evaluated periodically in accordance with OCEMS Policy 680.00
36 “Comprehensive Children’s Emergency Receiving Center Designation Criteria,” as it now exists or may
37 hereafter be amended. The effective dates of the CERC Designation, not to exceed three (3) years, is

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 CERC designation.

3 **D. BASE HOSPITAL SERVICES**

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

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

15 **E. TRAUMA RECEIVING CENTER SERVICES** – If CONTRACTOR is designated as an
16 Orange County TRC, 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 620.00 “Trauma Receiving Center Criteria,” as it now exists or may hereafter be amended. The
19 effective dates of the TRC Designation, not to exceed three (3) years, is determined by the OCEMS
20 Department; however, CONTRACTOR must maintain its designation throughout the term of this
21 Agreement; termination of this Agreement terminates the ERC designation.

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

29
30 **IV. RECORDS**

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

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

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

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

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

5
6 **V. REPORTS**

7 **A. BASE HOSPITAL REPORTS**

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

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

16 3. PREHOSPITAL PATIENT CARE INCIDENT REPORTS

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

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

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

26 B. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as reasonably
27 required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services
28 described in this Agreement. ADMINISTRATOR shall be specific as to the nature of information
29 requested and allow thirty (30) calendar days for CONTRACTOR to respond.
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EXHIBIT B
 TO AGREEMENT WITH
 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
 A CONSTITUTIONAL CORPORATION, ON BEHALF OF
 UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER

DESIGNATED EMERGENCY SERVICES
 EQUIPMENT
 JULY 1, 2023 THROUGH JUNE 30, 2028

I. EQUIPMENT

A. ERC or CERC 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 the 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

- 1 b. One (1) W9 Digital Remote Control 800 mhz
- 2 c. One (1) DES/DES-XL/DES-OFB Encryption
- 3 d. One (1) MC3000 Digital Deskset
- 4 e. One (1) Digital Junction Box
- 5 3. In order to receive the HEAR Radio System and receive and/or retain the 800 MHz Radio
- 6 System, CONTRACTOR shall:
- 7 a. Ensure that CONTRACTOR has located its HEAR and 800 MHz Radio Systems in
- 8 CONTRACTOR’s Emergency Department, if the ACH has such facilities, otherwise locate the HEAR
- 9 and 800 MHz Radio Systems in the area designated by CONTRACTOR as the command center for
- 10 disaster situations;
- 11 b. Ensure that staff utilizing the HEAR and 800 MHz Radio Systems have received
- 12 appropriate training;
- 13 c. Use the HEAR and 800 MHz Radio Systems on a regular basis to receive patients if
- 14 designated as an ERC;
- 15 d. Participate in designated disaster exercises; and
- 16 e. Pay the annual Reddinet access fee, as directed by ADMINISTRATOR.

17 B. BASE HOSPITAL EQUIPMENT

- 18 1. For BH Services, COUNTY has provided CONTRACTOR with the following items, which
- 19 specifications may be modified by ADMINISTRATOR:
- 20 a. One (1) Communication Control Center
- 21 b. One (1) Repeater (Rt) Base Radio
- 22 c. One (1) 7.5 dbd Antenna
- 23 d. One (1) 7/8” Foam Transmission Line Kit
- 24 e. Two (2) iOne - H5 All-In-One Touch Screen PCs
- 25 f. Stencil 8 Channel Digital Audio Recorder / Logger
- 26 g. Motorola CentraCom Gold Elite 2 position Radio Console
- 27 h. Communications Control Work Station
- 28 2. CONTRACTOR shall enter into an annual maintenance agreement with Stencil
- 29 Corporation for the period July 1, 2023 through June 30, 2028, unless otherwise authorized by
- 30 ADMINISTRATOR. CONTRACTOR shall provide a copy of the annual maintenance agreement to
- 31 ADMINISTRATOR on or before August 31, 2023.

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

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

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EXHIBIT C
 TO AGREEMENT WITH
 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
 A CONSTITUTIONAL CORPORATION, ON BEHALF OF
 UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER

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
Children’s Hospital of Orange County	X		X	X		X	X	X

Facility	Acute Care Hospital	Emergency Receiving Centers	Children's Emergency Receiving Center	Base Hospitals	Trauma Receiving Centers	Pediatric Trauma Receiving Center	HEAR	800 mHz
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 Hospital of Tustin	X							
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							

	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									
5	Kindred Hospital -	X						X	
6	Westminster								
7									
8									
9	Los Alamitos	X	X					X	X
10	Medical Center								
11									
12	Mission Hospital –	X	X	X	X	X	X	X	X
13	Mission Viejo								
14									
15	Mission Hospital –	X	X					X	X
16	Laguna Beach								
17									
18	Orange Coast	X	X					X	X
19	Memorial Medical								
20	Center								
21									
22	Placentia Linda	X	X					X	X
23	Hospital								
24									
25	Prime Healthcare	X	X					X	X
26	Garden Grove,								
27	LLC								
28									
29	Prime Healthcare	X	X		X			X	X
30	Huntington Beach,								
31	LLC								
32									
33	Prime Healthcare	X	X					X	X
34	Anaheim, LLC								
35									
36	Saddleback	X	X					X	X
37	Memorial Medical								
	Center - Laguna								

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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
St. Joseph Hospital - Orange	X	X					X	X
St. Jude Hospital, Inc.	X	X		X			X	X
University of California - UCI Medical Center	X	X		X	X		X	X
Anaheim Global Medical Center	X	X					X	X
Orange County Global Medical Center	X	X		X	X		X	X

1 EXHIBIT D
 2 TO AGREEMENT WITH
 3 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
 4 A CONSTITUTIONAL CORPORATION, ON BEHALF OF
 5 UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER

6
 7 DESIGNATED EMERGENCY SERVICES
 8 BI-DIRECTIONAL DATA EXCHANGE SERVICES
 9 JULY 1, 2023 THROUGH JUNE 30, 2028

10
 11 **I. CONTRACTOR OPT IN AND FUNDING DEADLINE**

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

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

17
 18 **II. CONTRACTOR RESPONSIBILITIES**

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

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

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

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

36 E. CONTRACTOR shall ensure that relevant patient outcome data (i.e., admitting diagnosis,
 37 treatments, dispositions, etc.) and demographic information as defined by OCEMS Policy 300.31 (OC-

1 MEDS Data Dictionary) is transmitted to the OC-MEDS Health Information Hub (HIH) for every
2 matched patient record. Transmission of outcome data using this process shall meet ERC outcome data
3 reporting requirements pursuant to OCEMS Policy 600.00 and 300.50.

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

7
8 **III. BUDGET AND PAYMENT**

9 A. CONTRACTOR is eligible for reimbursement in an amount up to \$133,799.95 for Bi-
10 Directional Data Exchange Services consisting of initial integration and data exchange verification.

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

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

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

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