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**REFERENCED CONTRACT PROVISIONS**

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

**Aggregate ~~Maximum Obligation~~ Amount Not to Exceed:** \$1,960,724

**Contractor Designation**

- Acute Care Hospital: ~~«ACH\_TERM»~~X
- Emergency Receiving Center: ~~«ERC\_TERM»~~X
- Children’s Emergency Receiving Center: ~~«CERC\_TERM»~~
- Base Hospital Services: ~~«BHS\_TERM»~~X
- Trauma Receiving Center: ~~«TRC\_TERM»~~X
- Pediatric Trauma Receiving Center ~~«PEDTC\_TERM»~~ 14

**Notices to COUNTY and CONTRACTOR:**

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

County of Orange  
 Health Care Agency  
 Emergency Medical Services  
 405 West 5th Street, Suite 301A  
 Santa Ana, CA 92701

CONTRACTOR: ~~«LC\_NAME»~~~~«LC\_DBA»~~THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A

Attention: ~~«CONTACT\_TITLE»~~  
~~«STREET»~~  
~~«CITY», «STATE» «ZIP»~~  
~~«CONTACT\_EMAIL»~~

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30 CONSTITUTIONAL CORPORATION, ON BEHALF OF UNIVERSITY OF CALIFORNIA,

31 IRVINE MEDICAL CENTER

32

33 Attn: Denise Burton - Executive Director

34 UC Irvine Health Services Contracting Dept.

35 333 City Blvd. West, Suite 550

36 Orange, CA 92868

37 burtonmd@hs.uci.edu



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cc: Attn: Colette Baeza - Medical Center Director  
UCI Health - Emergency & Trauma Services  
cgbaeza@hs.uci.edu

cc: Andy Trinidad - Project Manager  
UCI Health - Information Services  
trinidao@hs.uci.edu

cc: Sandra Iliana De Moor – Contracts Manager  
UC Irvine Health Services Contracting Dept.  
sdemoor@hs.uci.edu

**I. ACRONYMS**

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

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

23	11	AH. OPM	Federal Office of Personnel Management
24	2	AI. PA DSS	Payment Application Data Security Standard
25	3	AJ. PC	State of California Penal Code
26	4	AK. PCI DSS	Payment Card Industry Data Security Standard
27	5	AL. PHI	Protected Health Information
28	6	AM. PII	Personally Identifiable Information
29	7	AN. PRA	Public Record Act
30	8	AO. TRC	Trauma Receiving Center
31	9	AP. PedTC	Pediatric Trauma Center
32	10	AQ. SIR	Self-Insured Retention
33	11	AR. HITECH Act	The Health Information Technology for Economic and Clinical Health
34	12		Act, Public Law 111-005
35	13	AS. USC	United States Code
36	14	AT. WIC	State of California Welfare and Institutions Code
37	15	AU. HIH	Health Information Hub

16

29 17 **II. ALTERATION OF TERMS**

30 18 A. This Agreement, together with Exhibits A, B, C, and D attached hereto and incorporated herein,  
31 19 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the  
32 20 subject matter of this Agreement.

33 21 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of  
34 22 this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees  
35 23 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has  
36 24 been formally approved and executed by both parties.

25

33 26 **III. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

34 27 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
35 28 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
36 29 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
37 30 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
38 31 Any attempted assignment or delegation in derogation of this paragraph shall be void.

39 32 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the  
40 33 prior written consent of COUNTY.

41 34 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
42 35 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)  
43 36 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
44 37 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community

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

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

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

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

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

31 1. After approval of a subcontractor, ADMINISTRATOR may revoke the approval of a the  
32 subcontractor upon five (5) calendar ~~days~~ days' written notice to CONTRACTOR if the subcontract  
33 or  
34 subcontractor subsequently fail to meet the requirements of this Agreement or any provisions that  
35 ADMINISTRATOR has required.

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

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

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

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

47 //

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

**IV. EQUIPMENT**

A. COUNTY has loaned CONTRACTOR personal property as indicated in Exhibits A, B, C, and D to this Agreement.

-Title to this personal property remains vested in COUNTY. -Such property shall be

maintained by CONTRACTOR in accordance with the requirements set forth in COUNTY's "Accounting Procedures Manual," as it exists or may be periodically amended hereafter, a current copy of which has been provided to CONTRACTOR. COUNTY shall allow CONTRACTOR thirty (30) calendar days from receipt of an amended Manual to implement any required changes. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting such periodic on-site inventories as may be required by ADMINISTRATOR.

**B. INTERFERENCE TESTING**

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

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

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

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

**C. EQUIPMENT DAMAGE**

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

**D. EQUIPMENT MAINTENANCE**

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

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

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

9 separate ~~agreement~~ Agreement with COUNTY for the  
~~equipment~~ Equipment. 10

11 **V. INDEMNIFICATION**

12 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
13 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
14 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
15 (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability-  
~~of any kind or nature,~~

16 of any kind or nature, including but not limited to personal injury or property damage, arising from or  
17 ~~related to the services,~~

18 products or other performance provided by CONTRACTOR pursuant to this-  
19 Agreement- but only in proportion to and to the extent such claims, demands, including defense costs, or  
20 liability are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR,

21 its officers, employees, or agents. If judgment is  
22 entered against CONTRACTOR and COUNTY by a-  
23 court of competent jurisdiction because of the  
24 concurrent active negligence of COUNTY or COUNTY-

25 INDEMNITEES, CONTRACTOR and  
26 COUNTY agree that liability will be apportioned as determined-  
27 by the court. Neither party shall request  
28 a jury apportionment.

29 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,  
30 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including  
31 defense costs, or liability of any kind or nature, including but not limited to personal injury or property-  
~~damage,~~

32 arising from or related to the services, products or other performance provided by COUNTY-  
33 pursuant to

34 this Agreement- but only in proportion to and to the extent such claims, demands, including  
35 defense costs, or liability are caused by or result from the negligent or intentional acts or omissions of  
36 CONTRACTOR, its officers, employees, or agents. If judgment is entered against COUNTY and-  
37 CONTRACTOR by a court of competent

38 jurisdiction -because -of -the- concurrent -active -negligence -of-

~~33~~—CONTRACTOR, - COUNTY -and

~~32~~ 32 CONTRACTOR agree that liability will be apportioned as determined-

~~34~~—by the court. Neither party shall

~~29~~33 request a jury apportionment.

~~30~~34 C. Each party agrees to provide the indemnifying party with written notification of any claim

~~31~~35 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days

~~32~~36 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,

~~33~~37 each party shall cooperate with the indemnifying party in its defense. ~~34~~

351 VI. LICENSES AND LAWS

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



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

47 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

58 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State  
69 reporting requirements regarding its employees and with all lawfully served Wage and Earnings  
710 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the  
811 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach  
912 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the  
1013 COUNTY shall constitute grounds for termination of the Agreement.

1114

1215 **VII. MAXIMUM OBLIGATION**

1316 The Aggregate Maximum Obligation of COUNTY is as specified in the Referenced Contract  
1417 Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several  
1518 agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the  
1619 Parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum  
1720 Obligation and that such reimbursement shall not exceed the maximum allotment stated in Paragraph  
1821 III. of Exhibit D to this Agreement. Further, any reimbursement to CONTRACTOR shall be limited to  
1922 the services, and pursuant to the requirements, set forth in Exhibit D to this Agreement.

2023

2124 **VIII. NOTICES**

2225 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
2326 authorized or required by this Agreement shall be effective:

2427 1. When written and deposited in the United States mail, first class postage prepaid and  
2528 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed  
2629 by ADMINISTRATOR;

2730 2. When faxed, transmission confirmed;

2831 3. When sent by Email; or

2932 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
3033 Service, or other expedited delivery service.

3134 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
3235 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,  
3336 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
3437 Parcel Service, or other expedited delivery service.

~~35~~1 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
~~36~~2 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
~~27~~ //

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

35 D. -For purposes of this Agreement, any notice to be provided by COUNTY may be given by  
46 ADMINISTRATOR.

5

7

68 **IX. SEVERABILITY**

79 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
810 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
911 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
1012 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
1113 in full force and effect, and to that extent the provisions of this Agreement are severable.

1214

1315 **X. STATUS OF CONTRACTOR AND COUNTY**

9 ~~CONTRACTOR~~ Each Party is, and shall at all times be deemed to be, an independent contractor and  
shall be

16 wholly-

1517 responsible for the manner in which it performs the services required of it by the terms of this

11 Agreement. ~~CONTRACTOR~~ Each party is entirely responsible for compensating staff,  
subcontractors, and

18 consultants-

12 employed by ~~CONTRACTOR~~ that party This Agreement shall not be construed as  
creating the

19 relationship of employer-

13 and employee, or principal and agent, between COUNTY and CONTRACTOR

20 or any of ~~CONTRACTOR's~~ either Party's

14 employees, agents, consultants, volunteers, interns, or subcontractors.

21 ~~CONTRACTOR~~ Each party assumes exclusively-

15 the responsibility for the acts of its employees, agents,

22 consultants, volunteers, interns, or subcontractors-

16 as they relate to the services to be provided during the

23 course and scope of their employment. ~~CONTRACTOR~~ Each

17 Party, its agents, employees, consultants, volunteers,

24 interns, or subcontractors, shall not be entitled to-

18 any rights or privileges of ~~COUNTY's~~ the other Party's employees and

2425 shall not be considered in any manner to be ~~COUNTY's employees.~~ 25

26 employees of the other Party.

27

2628 **XI. TERM**

2729 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions  
2830 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified

~~29~~31 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided ~~30~~32 in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as ~~31~~33 would normally extend beyond this term, including but not limited to, obligations with respect to ~~32~~34 confidentiality, indemnification, audits, reporting and accounting.

~~33~~35 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a ~~34~~36 weekend or holiday may be performed on the next regular business day.

37

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**XII. TERMINATION**

~~1~~ 2 ~~A.~~ A. Either Party may terminate this Contract without cause, upon ninety (90) calendar days' prior written notice to the other Party.

~~4~~ 25 ~~B.~~ B. CONTRACTOR is responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. ~~CONTRACTOR shall be subject-~~ ~~to the~~ ~~to the~~ issuance of a CAP for the failure to perform to the level of contracted objectives, ~~-~~ continuing to not meet goals and expectations, and/or for non-compliance. ~~If CAPs are not-~~ ~~completed within the timeframe as~~ ~~determined by ADMINISTRATOR~~ specified in ADMINISTRATOR's notice, payments may be ~~reduced or withheld until CAP is resolved~~ and/or the Agreement could be terminated.

~~7~~ 11 ~~B.~~ B. COUNTY shall issue a CAP in writing and send to CONTRACTOR at the address listed in the Referenced Contract Provisions. The CAP shall allow CONTRACTOR not less than thirty (30) but not more than forty-five (45) calendar days from the date of receipt of the CAP to complete the CAP.

~~8~~ 15 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of ~~of~~ any of the following events:

- ~~10~~ 17 1. The loss by CONTRACTOR of legal capacity.
- ~~11~~ 18 2. Cessation of services.
- ~~12~~ 19 3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
- ~~14~~ 21 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
- ~~16~~ 23 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
- ~~18~~ 25 6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
- ~~20~~ 27 7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

~~24~~ 31 ~~C.~~ D. CONTINGENT FUNDING

- ~~25~~ 32 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - ~~26~~ 33 a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
  - ~~27~~ 34 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)

~~29~~36 approved by the Board of Supervisors.

~~30~~37 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,

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

34 E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
35 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
36 discretion, reduce the maximum allotment stated in Paragraph III. of Exhibit D to this Agreement to be  
37 consistent with the reduced term of the Agreement.  
38

9 ~~E.~~ 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.

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

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

~~F. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days' written  
notice.~~ G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be

26 exclusive, and-

27 are in addition to any other rights and remedies provided by law or under this Agreement.

28

29 **XIII. THIRD PARTY BENEFICIARY**

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

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**XIV. WAIVER OF DEFAULT OR BREACH**

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Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any

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subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this

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Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any

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

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**XV. THE REGENTS**

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

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

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

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

//

1 \_\_\_\_\_ IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,  
2 2 State of  
California. 3

4 ~~«UC\_NAME» «UC\_DBA»~~

5

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

6  BY: \_\_\_\_\_ DATED: 9/29/2023

8  
9 TITLE: Chief Financial Officer

\_\_\_\_\_

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30 ~~BY: \_\_\_\_\_ DATED: \_\_\_\_\_~~

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14 ~~TITLE: \_\_\_\_\_~~

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~~TY OF~~

~~ORANGE~~

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13 COUNTY OF ORANGE

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16 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

17 PURCHASING AGENT/DESIGNEE

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5 ~~BY: \_\_\_\_\_~~

6 ~~PURCHASING~~

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AGENT/DESIGNEE

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

DocuSigned by:  
*Brittany McLean*  
9713A4061D4343D...

9/29~~2/24~~/2023

BY: \_\_\_\_\_  
DATED: *Brittany McLean* \_\_\_\_\_  
DEPUTY \_\_\_\_\_  
9713A4061D4343D...

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

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~~EXHIBIT A  
 TO AGREEMENT WITH  
 «UC\_NAME»  
 «UC\_DBA»  
 DESIGNATED EMERGENCY SERVICES  
 JULY 1, 2023 THROUGH JUNE 30, 2028~~

~~**I. DESIGNATIONS**~~

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

~~«ACUTE\_CARE\_HOSPITAL» Acute Care Hospital (ACH)  
 «EMERGENCY\_RECEIVING\_~~

**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:

X Acute Care Hospital (ACH)

X Emergency Receiving Center (ERC)  
 CENTER»

~~«CHILDRENS\_EMERGENCY~~

Children's Emergency Receiving Center (CERC)

~~\_RECEIVING\_CENTER»~~

~~«BASE\_HOSPITAL»~~ 18

X Base Hospital (BH)

~~«TRAUMA\_RECEIVING\_C  
 NTER»~~ X

Trauma Receiving Center (TRC)

~~«PEDIATRIC TRAUMA  
 RECEIVING\_CENTER»~~

Pediatric Trauma Receiving Center (PedTC)

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~~Trauma Receiving Center (TRC)~~

~~Pediatric Trauma Receiving Center (PedTC)~~

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

831 C. ADMINISTRATOR shall notify CONTRACTOR, in writing, within five (5) business days of  
 932 any upgrade or downgrade to CONTRACTOR's ERC/CERC, and/or BH, and/or TRC/PedTC  
 1033 designation that was initially established by OCEMS at the time of execution of the Agreement.

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435 **II. DEFINITIONS**

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



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

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

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

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

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

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

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

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

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

37 //

1 OCEMS Medical Director, pursuant to Health and Safety Code Section 1797.84, as is now in existence-  
20 or as may

21 hereafter amended or changed.

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

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

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

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

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

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

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25 **III. SERVICES**

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

29 **A. ACUTE CARE HOSPITAL**

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

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

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~~136~~ | \_\_\_\_\_ 3. Except as specifically provided for in any other agreement between COUNTY and  
~~237~~ | CONTRACTOR, COUNTY shall not be liable for any costs incurred by CONTRACTOR with respect

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

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

119 5. Disaster Response Partnership

1210 a. CONTRACTOR shall be designated a partner of COUNTY for disaster response  
1311 purposes. As such, CONTRACTOR shall participate in disaster exercises at the request of COUNTY  
1412 and shall have disaster plans and equipment in place to:

- 1513 1) Prepare for, respond to, and mitigate an internal disaster, and/or
- 1614 2) Prepare for, respond to, and mitigate an external disaster in which a large number  
1715 of casualties may be anticipated.

1816 b. If CONTRACTOR is relatively unaffected by an internal or external disaster,  
1917 CONTRACTOR shall use its best efforts to provide resources to COUNTY (e.g., beds, equipment,  
2018 personnel) to assist with the overall management and response to a disaster. This may include making  
2119 resources available to other counties requesting mutual aid.

2220 c. COUNTY shall use its best efforts to assist CONTRACTOR in recouping costs  
2321 associated with the disaster response activities to the extent permitted by law.

2422 d. CONTRACTOR shall provide an amateur communications antenna for emergency  
2523 radio communications in the event of radio or telephone failure. Specifications of the antenna and  
2624 location of the terminal hook up shall be determined in cooperation with CONTRACTOR’s Disaster  
2725 Support Communications representative.

2826 B. EMERGENCY RECEIVING CENTER – If CONTRACTOR is designated as an Orange  
2927 County ERC, subject to any denial, suspension, and/or revocation of such designation, CONTRACTOR  
3028 shall be evaluated periodically in accordance with OCEMS Policy 600.00 “Emergency Receiving  
3129 Center Criteria,” as it now exists or may hereafter be amended. The effective dates of the ERC  
3230 Designation, not to exceed three (3) years, is determined by the OCEMS Department; however,  
3331 CONTRACTOR must maintain its designation throughout the term of the Agreement; termination of the  
3432 Agreement terminates the ERC designation.

3533 C. CHILDREN’S EMERGENCY RECEIVING CENTER – If CONTRACTOR is designated as  
3634 an Orange County CERC, subject to any denial, suspension, and/or revocation of such designation,  
3735 CONTRACTOR shall be evaluated periodically in accordance with OCEMS Policy 680.00

~~136~~ | “Comprehensive Children’s Emergency Receiving Center Designation Criteria,” as it now exists or may  
~~237~~ | hereafter be amended. The effective dates of the CERC Designation, not to exceed three (3) years, is

31 determined by the OCEMS Department; however, CONTRACTOR must maintain its designation  
42 throughout the term of the Agreement; termination of the Agreement terminates the CERC designation.

53 **D. BASE HOSPITAL SERVICES**

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

1210 2. Base Hospital Equipment – COUNTY has provided CONTRACTOR with the Equipment  
1311 referenced in Exhibit B of this Agreement. If CONTRACTOR’s BH designation is terminated,  
1412 CONTRACTOR shall return the applicable Equipment or, at the sole discretion of ADMINISTRATOR,  
1513 enter into a separate agreement with COUNTY for the BH Equipment specified in Exhibit B to the  
1614 Agreement.

1715 **E. TRAUMA RECEIVING CENTER SERVICES** – If CONTRACTOR is designated as an  
1816 Orange County TRC, subject to any denial, suspension, and/or revocation of such designation as  
1917 described hereunder, CONTRACTOR shall be evaluated periodically in accordance with OCEMS  
2018 Policy 620.00 “Trauma Receiving Center Criteria,” as it now exists or may hereafter be amended. The  
2119 effective dates of the TRC Designation, not to exceed three (3) years, is determined by the OCEMS  
2220 Department; however, CONTRACTOR must maintain its designation throughout the term of this  
2321 Agreement; termination of this Agreement terminates the ERC designation.

2422 **F. PEDIATRIC TRAUMA RECEIVING CENTER** – If CONTRACTOR is designated as an  
2523 Orange County PedTC, subject to any denial, suspension, and/or revocation of such designation as  
2624 described hereunder, CONTRACTOR shall be evaluated periodically in accordance with OCEMS  
2725 Policy 620.01 “Pediatric Trauma Center (PedTC) Criteria,” as it now exists or may hereafter be  
2826 amended. The effective dates of the PedTC Designation, not to exceed three (3) years, is determined by  
2927 the OCEMS Department; however, CONTRACTOR must maintain its designation throughout the term  
3028 of this Agreement; termination of this Agreement terminates the CERC designation.

3129

3230 **IV. RECORDS**

3331 **A. BASE HOSPITAL RECORDS** – CONTRACTOR shall maintain records and logs in  
3432 accordance with OCEMS Policy and Procedure 610.00.

3533 **B. EMERGENCY RECEIVING CENTER RECORDS** – CONTRACTOR shall maintain records  
3634 and logs in accordance with OCEMS Policy and Procedure 600.00.

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~~135~~ C. CHILDREN'S EMERGENCY RECEIVING CENTER RECORDS – CONTRACTOR shall  
~~236~~ maintain records and logs in accordance with OCEMS Policy and Procedure 680.00.

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

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

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**V. REPORTS**

97 A. BASE HOSPITAL REPORTS

108 1. PROGRAMMATIC REPORTS – CONTRACTOR shall provide variance and other  
119 administrative reports compatible with the COUNTY computer program, Orange County Medical  
1210 Emergency Data System (OC-MEDS), in accordance with OCEMS Policy and Procedure 610.00. A  
1311 report shall be included in the proceedings of the Regional Emergency Advisory Committee by  
1412 CONTRACTOR.

1513 2. COMMUNICATION FAILURE REPORTS – CONTRACTOR shall review and evaluate  
1614 each incident of communications failure per OCEMS Policy and Procedure 330.15 “Advanced Life  
1715 Support Treatment in Communications Failure or Without Base Hospital Contact.”

1816 3. PREHOSPITAL PATIENT CARE INCIDENT REPORTS

1917 a. Within ten (10) calendar days after CONTRACTOR medical staff becomes aware of an  
2018 unusual occurrence or an incident giving rise to a situation described in Health and Safety Code  
2119 1798.200, CONTRACTOR shall submit a written report of the incident to the OCEMS Medical  
2220 Director.

2321 b. The written incident reports shall identify patients by patient registry number or other  
2422 appropriate numerical identifier only and shall exclude any patient name.

2523 4. LICENSURE REPORTS – CONTRACTOR shall submit a written report to  
2624 ADMINISTRATOR within thirty (30) calendar days following the addition or deletion of a BH or  
2725 Mobil Intensive Care Nurse staff listing the date of change and license number of said staff member.

2826 B. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as reasonably  
2927 required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services  
3028 described in this Agreement. ADMINISTRATOR shall be specific as to the nature of information  
3129 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

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EXHIBIT B

TO AGREEMENT WITH

«UC\_NAME»

«UC\_DBA»

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~~

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:

~~35~~37 a. One (1) Astro Spectra Consolette

- ~~361~~ b. One (1) W9 Digital Remote Control 800 mhz
- ~~372~~ c. One (1) DES/DES-XL/DES-OFB Encryption

13 \_\_\_\_\_ d. One (1) MC3000 Digital Deskset

24 \_\_\_\_\_ e. One (1) Digital Junction Box

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

57 \_\_\_\_\_ a. Ensure that CONTRACTOR has located its HEAR and 800 MHz Radio Systems in  
68 CONTRACTOR’s Emergency Department, if the ACH has such facilities, otherwise locate the HEAR  
79 and 800 MHz Radio Systems in the area designated by CONTRACTOR as the command center for  
810 disaster situations;

911 \_\_\_\_\_ b. Ensure that staff utilizing the HEAR and 800 MHz Radio Systems have received  
1012 appropriate training;

1113 \_\_\_\_\_ c. Use the HEAR and 800 MHz Radio Systems on a regular basis to receive patients if  
1214 designated as an ERC;

1315 \_\_\_\_\_ d. Participate in designated disaster exercises; and

1416 \_\_\_\_\_ e. Pay the annual Reddinet access fee, as directed by ADMINISTRATOR.

1517 **B. BASE HOSPITAL EQUIPMENT**

1618 \_\_\_\_\_ 1. For BH Services, COUNTY has provided CONTRACTOR with the following items, which  
1719 specifications may be modified by ADMINISTRATOR:

1820 \_\_\_\_\_ a. One (1) Communication Control Center

1921 \_\_\_\_\_ b. One (1) Repeater (Rt) Base Radio

2022 \_\_\_\_\_ c. One (1) 7.5 dbd Antenna

2123 \_\_\_\_\_ d. One (1) 7/8” Foam Transmission Line Kit

2224 \_\_\_\_\_ e. Two (2) iOne - H5 All-In-One Touch Screen PCs

2325 \_\_\_\_\_ f. Stancil 8 Channel Digital Audio Recorder / Logger

2426 \_\_\_\_\_ g. Motorola CentraCom Gold Elite 2 position Radio Console

2527 \_\_\_\_\_ h. Communications Control Work Station

2628 \_\_\_\_\_ 2. CONTRACTOR shall enter into an annual maintenance agreement with Stancil  
2729 Corporation for the period July 1, 2023 through June 30, 2028, unless otherwise authorized by  
2830 ADMINISTRATOR. CONTRACTOR shall provide a copy of the annual maintenance agreement to  
2931 ADMINISTRATOR on or before August 31, 2023.

3032 \_\_\_\_\_ 3. BH Equipment shall be installed as directed by ADMINISTRATOR.

3133 \_\_\_\_\_ C. CONTRACTOR and ADMINISTRATOR may modify the equipment specified in this Exhibit  
3234 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:

<u>Facility</u>	<u>Acute Care Hospital</u>	<u>Emergency Receiving Centers</u>	<u>Children's Emergency Receiving Center</u>	<u>Base Hospitals</u>	<u>Trauma Receiving Centers</u>	<u>Pediatric Trauma Receiving Center</u>	<u>HEAR</u>	<u>800 mHz</u>
<u>Anaheim Regional Medical Center</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Chapman Global Medical Center</u>	<u>X</u>						<u>X</u>	<u>X</u>
<u>Children's Hospital of Orange County</u>	<u>X</u>		<u>X</u>	<u>X</u>		<u>X</u>	<u>X</u>	<u>X</u>

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<u>Facility</u>	<u>Acute Care Hospital</u>	<u>Emergency Receiving Centers</u>	<u>Children's Emergency Receiving Center</u>	<u>Base Hospitals</u>	<u>Trauma Receiving Centers</u>	<u>Pediatric Trauma Receiving Center</u>	<u>HEAR</u>	<u>800 mHz</u>
<u>South Coast Global Medical Center</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>College Hospital of Costa Mesa</u>	<u>X</u>							<u>X</u>
<u>Foothill Regional Medical Center</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Fountain Valley Regional Hospital</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Encompass Health Rehabilitation Hospital of Tustin</u>	<u>X</u>							
<u>Hoag Memorial Hospital Presbyterian - Newport Beach</u>	<u>X</u>	<u>X</u>		<u>X</u>			<u>X</u>	<u>X</u>
<u>Hoag Memorial Hospital Presbyterian - Irvine</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Kaiser Foundation Hospitals, Inc. - Anaheim</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Kaiser Foundation Hospitals, Inc. - Irvine</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Kindred Hospital - Brea</u>	<u>X</u>							<u>X</u>
<u>Kindred Hospital - Santa Ana</u>	<u>X</u>							

<u>Facility</u>	<u>Acute Care Hospital</u>	<u>Emergency Receiving Centers</u>	<u>Children's Emergency Receiving Center</u>	<u>Base Hospitals</u>	<u>Trauma Receiving Centers</u>	<u>Pediatric Trauma Receiving Center</u>	<u>HEAR</u>	<u>800 mHz</u>
<u>Kindred Hospital - Westminster</u>	<u>X</u>						<u>X</u>	
<u>Los Alamitos Medical Center</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Mission Hospital – Mission Viejo</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Mission Hospital – Laguna Beach</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Orange Coast Memorial Medical Center</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Placentia Linda Hospital</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Prime Healthcare Garden Grove, LLC</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Prime Healthcare Huntington Beach, LLC</u>	<u>X</u>	<u>X</u>		<u>X</u>			<u>X</u>	<u>X</u>
<u>Prime Healthcare La Palma, LLC</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Prime Healthcare Anaheim, LLC</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Saddleback Memorial Medical Center - Laguna</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>

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~~EXHIBIT C  
TO AGREEMENT WITH~~

EXHIBIT C

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

~~MA-042-22011444~~

~~«UC\_DBA»~~

~~DESIGNATED EMERGENCY SERVICES  
HOSPITAL DESIGNATIONS  
JULY 1, 2023 THROUGH JUNE 30, 2028~~

~~**I. HOSPITAL DESIGNATIONS**~~

~~1—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.~~

~~2—The Table of Hospital Designations and Equipment for ACHs, ERCs, CERCs, BHs, TRCs, and PedTC is as follows:~~

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

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<u>Facility</u>	<u>Acute Care Hospital</u>	<u>Emergency Receiving Centers</u>	<u>Children's Emergency Receiving Center</u>	<u>Base Hospitals</u>	<u>Trauma Receiving Centers</u>	<u>Pediatric Trauma Receiving Center</u>	<u>HEAR</u>	<u>800 mHz</u>
<u>St. Joseph Hospital - Orange</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>St. Jude Hospital, Inc.</u>	<u>X</u>	<u>X</u>		<u>X</u>			<u>X</u>	<u>X</u>
<u>University of California - UCI Medical Center</u>	<u>X</u>	<u>X</u>		<u>X</u>	<u>X</u>		<u>X</u>	<u>X</u>
<u>Anaheim Global Medical Center</u>	<u>X</u>	<u>X</u>					<u>X</u>	<u>X</u>
<u>Orange County Global Medical Center</u>	<u>X</u>	<u>X</u>		<u>X</u>	<u>X</u>		<u>X</u>	<u>X</u>

	Facility	Acute-Care-Hospital	Emergency-Receiving-Centers	Children's-Emergency-Receiving-Center	Base-Hospitals	Trauma-Receiving-Centers	Pediatric-Trauma-Receiving-Center	HEAR	800 mHz
4	Hospital of Tustin								
6	Hoag Memorial Hospital- Presbyterian- Newport Beach	X	X		X			X	X
10	Hoag Memorial Hospital- Presbyterian- Irvine	X	X					X	X
14	Kaiser Foundation Hospitals, Inc.- Anaheim	X	X					X	X
17	Kaiser Foundation Hospitals, Inc.- Irvine	X	X					X	X
20	Kindred Hospital- Brea	X							X
22	Kindred Hospital- Santa Ana	X							
24	Kindred Hospital- Westminster	X						X	
26	Los Alamitos Medical Center	X	X					X	X
28	Mission Hospital- Mission Viejo	X	X	X	X	X	X	X	X
30	Mission Hospital- Laguna Beach	X	X					X	X
32	Orange Coast Memorial Medical Center	X	X					X	X
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36	#								
37	#								

	Facility	Acute-Care-Hospital	Emergency-Receiving-Centers	Children's-Emergency-Receiving-Center	Base-Hospitals	Trauma-Receiving-Centers	Pediatric-Trauma-Receiving-Center	HEAR	800 mHz
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4	Placentia-Linda-Hospital	X	X					X	X
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6	Prime-Healthcare-Garden-Grove, LLC	X	X					X	X
7									
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9	Prime-Healthcare-Huntington-Beach, LLC	X	X		X			X	X
10									
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12	Prime-Healthcare-La-Palma, LLC	X	X					X	X
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14	Prime-Healthcare-Anaheim, LLC	X	X					X	X
15									
16	Saddleback-Memorial-Medical-Center-Laguna	X	X					X	X
17									
18	St. Joseph Hospital-Orange	X	X					X	X
19									
20	St. Jude Hospital, Inc.	X	X		X			X	X
21									
22	University of California-UCI-Medical-Center	X	X		X	X		X	X
23									
24	Anaheim-Global-Medical-Center	X	X					X	X
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26	Orange-County-Global-Medical-Center	X	X		X	X		X	X
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1 \_\_\_\_\_ ~~1~~ EXHIBIT D  
 2 \_\_\_\_\_ ~~2~~ TO AGREEMENT WITH  
 3 \_\_\_\_\_ ~~3~~ «UC\_NAME»  
 4 \_\_\_\_\_ ~~4~~ «UC\_DBA»  
 5 \_\_\_\_\_ ~~5~~ THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
 6 \_\_\_\_\_  
 7 \_\_\_\_\_ A CONSTITUTIONAL CORPORATION, ON BEHALF OF  
 8 \_\_\_\_\_  
 9 \_\_\_\_\_ UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER

DESIGNATED EMERGENCY SERVICES  
 BI-DIRECTIONAL DATA EXCHANGE SERVICES  
 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.

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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,

~~35~~37 treatments, dispositions, etc.) and demographic information as defined by OCEMS Policy 300.31 (OC-

~~361~~ MEDS Data Dictionary) is transmitted to the OC-MEDS Health Information Hub (HIH) for every  
~~51~~ //



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

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

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78 **III. BUDGET AND PAYMENT**

89 A. CONTRACTOR is eligible for reimbursement in an amount up to  
90 ~~«Allocation»~~ \$133,799.95 for Bi-

910 Directional Data Exchange Services consisting of initial integration and data exchange verification.

1011 B. CONTRACTOR may request reimbursement after OCEMS has approved the integration and  
1112 data exchange, which approval shall not be unreasonably withheld.

1213 C. Invoices are due to ADMINISTRATOR no later than May 31, 2024. Invoices shall be  
1314 submitted to CSInvoices@ochca.com on a template provided by ADMINISTRATOR. COUNTY shall  
1415 release payment within thirty (30) calendar days of a properly completed invoice.

1516 D. COUNTY shall not reimburse CONTRACTOR for any Bi-Directional Data Exchange Services  
1617 specified in this Exhibit D that are performed or invoiced after May 31, 2024.

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