

**Agreement for ST-Elevation Myocardial Infarction (STEMI) Receiving Center  
Designation**

This Agreement is entered this \_\_\_\_\_, by and between the County of Ventura ("County"), by and through its Emergency Medical Services Agency, a division of the Ventura County Public Health Department, ("AGENCY") and Los Robles Regional Medical Center ("CONTRACTOR").

WITNESSETH

**WHEREAS**, pursuant to Section 1797.200 of Article 1 of Chapter 4 of Division 2.5 of the California Health and Safety Code, **AGENCY** has been delegated full and complete authority for emergency medical services system design, designation, and implementation by the County Board of Supervisors for Ventura County; and

**WHEREAS**, Section 100270.121 (a) of Chapter 7.1 of Division 9 of Title 22 of the California Code of Regulations grants the **AGENCY** authority to develop and implement a STEMI Critical Care System; and

**WHEREAS**, **CONTRACTOR**'s facility has been examined by **AGENCY** representatives and found to possess those performance characteristics, personnel, and equipment required by Chapter 7.1 of Division 9 of Title 22 of the California Code of Regulations and **AGENCY'S** STEMI system policies; and

**WHEREAS**, **CONTRACTOR** is willing to accept designation as a STEMI Receiving Center (SRC) and agrees to comply with the terms and conditions expressed herein;

**WHEREAS**, it is necessary and desirable that **CONTRACTOR** be engaged by **AGENCY** for the purpose of performing SRC services hereinafter described; and

**WHEREAS**, the **AGENCY** has adopted a STEMI Critical Care System Plan ("Plan"); and

**WHEREAS**, designation of **CONTRACTOR** by **AGENCY** as an SRC will contribute to the health and safety of the residents of, and visitors to the County; and

**WHEREAS**, the **AGENCY** has designated **CONTRACTOR** as an SRC, subject to the terms of this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

## 1. DEFINITIONS

As used within this Agreement:

- A. "**AGENCY**" means the Ventura County Emergency Medical Services Agency.
- B. "**STEMI Receiving Center**" or "**SRC**" means a licensed general acute care facility designated by AGENCY that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 of Chapter 7.1 of Division 9 of Title 22 of the California Code of Regulations and VC EMS Policy 430 and is able to perform Percutaneous Coronary Intervention (PCI).
- C. "**STEMI Referring Hospital**" or "**SRH**" means a licensed general acute care facility designated by AGENCY that meets the minimum hospital STEMI care requirements pursuant to Section 100270.125 of Chapter 7.1 of Division 9 of Title 22 of the California Code of Regulations and VC EMS Policy 430.
- D. "**STEMI Patient**" means a patient with symptoms of myocardial infarction in association with ST-Segment Elevation in an ECG.
- E. "**STEMI Critical Care System**" means a critical care component of the EMS system developed by a local EMS agency that links prehospital and hospital care to deliver treatment to STEMI patients.

## 2. ADMINISTRATION

The Public Health Director, EMS Administrator, or her/his duly authorized representative, shall represent **AGENCY** in all matters pertaining to this Agreement and shall administer this Agreement on behalf of **AGENCY**. **CONTRACTOR'S** CEO or her/his duly authorized representative, shall represent **CONTRACTOR** in all matters pertaining to this Agreement and shall administer this Agreement on behalf of **CONTRACTOR**.

## 3. TERM

The term of this Agreement shall commence on \_\_\_\_\_, and shall remain in effect during the time **CONTRACTOR** performs the services provided herein. **CONTRACTOR** agrees to abide by all applicable chapters of Title 22 of the California Code of Regulations. Should **CONTRACTOR** lose its hospital accreditation or fail to abide by applicable Chapters of Title 22 of the California Code of Regulations, this contract shall automatically terminate.

## 4. RESPONSIBILITIES OF CONTRACTING PARTIES

### A. Responsibilities of **AGENCY**:

- 1. **AGENCY** will review and update the STEMI Critical Care System Plan annually as approved by the California Emergency Medical Services Authority.

2. Evaluate policies, protocols, and procedures for **AGENCY'S** Emergency Medical Services (EMS) system, in compliance with applicable chapters of Title 22 of California Code of Regulations and make appropriate changes as necessary. **AGENCY** shall notify **CONTRACTOR** when it desires to adopt, change, or modify policies, protocols and/or procedures which affect STEMI patients. **AGENCY** and **CONTRACTOR** shall cooperate in such processes towards the goal of strengthening the EMS system. Should **CONTRACTOR** wish to terminate the Agreement based on said policy changes, **CONTRACTOR** shall have the right to deliver to **AGENCY**, within thirty (30) days after adoption, written notice of termination of this Agreement, which termination shall be effective thirty (30) days after such delivery to **AGENCY**, unless a later date is specified in the notice.
3. Perform periodic site visits, a minimum of once every three (3) years, for the purpose of monitoring contract performance and compliance. **AGENCY** will notify **CONTRACTOR** by telephone or in writing prior to any site visits.
4. Use its best efforts to: (a) cause participants in **AGENCY'S** EMS System, including pre-hospital providers and other hospitals, to adhere to EMS STEMI patient catchment areas and destination policies; and (b) encourage other participants in **AGENCY'S** EMS System, including prehospital providers and other hospitals, to adhere to the STEMI Patient Interfacility Transfer Guidelines. The parties recognize that **AGENCY** cannot assure that any minimum number of STEMI patients will be delivered to **CONTRACTOR** during the term of this Agreement.
5. Implement a standardized data collection and reporting process for STEMI critical care systems. The system shall include collection of both prehospital and hospital patient care data, as determined by **AGENCY**.

**B. Responsibilities of CONTRACTOR:**

1. Provide STEMI Receiving Center services to STEMI patients, regardless of their ability to pay, who are delivered from within **CONTRACTOR'S** catchment area as defined in **AGENCY** policies and protocols, or who otherwise present themselves to **CONTRACTOR'S** facilities, pursuant to **AGENCY'S** STEMI and EMS system policies and protocols, and subject to applicable statutes and regulations concerning the provision of EMS services.
2. Monitor, maintain, and upgrade, if necessary, the care, skill and diligence provided to patients pursuant to this Agreement to ensure that the degree of care and skill that **CONTRACTOR**, physicians, and other professional staff exercise in providing service to patients covered pursuant to this Agreement is that which is expected of reasonably competent physicians, nurses, and other personnel in the same or similar circumstances. Further **CONTRACTOR** agrees to implement quality assurance activities and initiate appropriate corrective action as necessary. Advances in the profession, availability of special facilities, equipment, and specialists, the prevailing national or local standard, and other relevant information are to be considered in evaluating competence.

3. **CONTACTOR** will follow all applicable requirements outlined in California Code of Regulations Title 22, Division 9, Chapter 7.1, 100270.101-100270.127. **CONTRACTOR** shall, at all times, meet the minimum requirements for the designation of a STEMI receiving center including:
  - (1) The hospital shall have established protocols for triage, diagnosis, and Cath lab activation following field notification.
  - (2) The hospital shall have a single call activation system to activate the Cardiac Catheterization Team directly.
  - (3) Written protocols shall be in place for the identification of STEMI patients.
    - (A) At a minimum, these written protocols shall be applicable in the intensive care unit/coronary care unit, Cath lab and the emergency department.
  - (4) The hospital shall be available for treatment of STEMI patients twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year.
  - (5) The hospital shall have a process in place for the treatment and triage of simultaneously arriving STEMI patients.
  - (6) The hospital shall maintain STEMI team and Cardiac Catheterization Team call rosters.
  - (7) The Cardiac Catheterization Team, including appropriate staff determined by the local EMS agency, shall be immediately available.
  - (8) The hospital shall agree to accept all STEMI patients according to the local policy.
  - (9) STEMI receiving centers shall comply with the requirement for a minimum volume of procedures for designation required by the local EMS agency.
  - (10) The hospital shall have a STEMI program manager and a STEMI medical director.
  - (11) The hospital shall have job descriptions and organizational structure clarifying the relationship between the STEMI medical director, STEMI program manager, and the STEMI team.
  - (12) The hospital shall participate in the local EMS agency quality improvement processes related to a STEMI critical care system.
  - (13) A STEMI receiving center without cardiac surgery capability on-site shall have a written transfer plan and agreements for transfer to a facility with cardiovascular surgery capability.
  - (14) A STEMI receiving center shall have reviews by local EMS agency or other designated agency conducted every three years.
  - (15) Additional requirements may be stipulated by the local EMS agency medical director.

4. Provide appropriate prehospital destination direction or prompt transfer of a STEMI patient to another appropriate hospital when **CONTRACTOR** does not have appropriate resources immediately available to care for the patient.
5. Establish transfer agreements between **CONTRACTOR** and STEMI Referring Hospital (SRH) within a 45-minute catchment area whereby **CONTRACTOR** agrees to timely transfer of STEMI patients for emergent PCI when requested by SRH physician.
6. Immediately notifies **AGENCY**, in writing, of any change in status of the SRC Medical Directors or Nursing Directors.
7. Immediately notify **AGENCY** of any STEMI Receiving Center status change via ReddiNet. **AGENCY** shall be notified by phone call to the Duty Officer for STEMI diversion status that exceeds four hours. Every effort shall be made by **CONTRACTOR** to limit STEMI Center diversion.
8. Acknowledge that where specific individuals have been identified to assume responsibility for a component of **CONTRACTOR'S** operation, said individual has been appointed and is authorized and accountable for the activities assigned.
9. Develop and maintain telephone, radio and/or on-site consultations for community physicians, providers, and prehospital personnel regarding the immediate medical management of STEMI patients.
10. Maintain current hospital accreditation by a Centers for Medicare and Medicaid Services approved deeming authority. Should **CONTRACTOR** lose its hospital accreditation, this contract shall automatically terminate.
11. Take immediate corrective action where there is an identified failure to meet either **CONTRACTOR'S** or **AGENCY'S** standards.
12. Participate in **AGENCY'S** Continuous Quality Improvement processes and activities as it relates to **AGENCY'S** STEMI critical care system. **CONTRACTOR** designated medical directors and nursing directors, or their representatives, must attend 100% of the **AGENCY'S** STEMI QI meetings.
13. Provide EMS prehospital personnel continuing medical education in cardiac care.
14. Conduct public education activities in cardiac care.
15. Maintain an effective internal Quality Improvement program that contains, as a minimum, the following:
  - a. Written policies for problem identification.
  - b. Corrective action plan.
  - c. Implementation of corrective action plan.
  - d. Follow-up.
16. Notify **AGENCY** immediately of any substantial and continuing inability to fulfill requirements of this Agreement.

17. Maintain **AGENCY** designation as a receiving hospital. Should **CONTRACTOR** lose its **AGENCY** designation as a receiving hospital, this Agreement shall automatically terminate.
18. Notify **AGENCY** of any change in plans to decrease or downsize services.
19. Submit STEMI patient data as required by **AGENCY'S** data collection process in accordance with 22 CCR §100270.126 and **AGENCY's** policies and procedures.
20. **CONTRACTOR** shall notify **AGENCY** in writing, in advance, when possible, of any change in any of the capabilities or resources. If advance notification is not possible, **CONTRACTOR** shall notify **AGENCY** immediately upon **CONTRACTOR** having knowledge of any changes in any of the listed capabilities and resources and in all instances, follow-up written notification shall be required as soon as possible but no later than ten (10) days from the time that **CONTRACTOR** becomes aware of said changes. **AGENCY** shall determine whether the change meets the minimum standards. If **AGENCY** determines that the change does not meet these standards, **CONTRACTOR** shall have thirty (30) days to comply with the standards before **AGENCY** can declare a breach of this Agreement in accordance with Section 9. Where **AGENCY** determines that a change has resulted in an immediate threat to the public health and safety, **AGENCY** may terminate the Agreement immediately.

## 5. ANNUAL DESIGNATION FEE

**AGENCY** has established an annual STEMI Receiving Center designation fee schedule in an amount sufficient to cover the reasonable cost of administering the program. The County of Ventura established rates and fees are adjusted annually and will be invoiced by **AGENCY** on or before July 15<sup>th</sup> of each year.

## 6. TRAINING

**CONTRACTOR'S** staff shall attend educational and training programs as may be from time to time requested by **AGENCY**.

## 7. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement, it being understood that **CONTRACTOR** is an independent contractor, and neither **CONTRACTOR** nor any of the persons performing services for **CONTRACTOR** pursuant to this Agreement, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Agreement or otherwise against **AGENCY** for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, **CONTRACTOR** in the performance of its obligation hereunder is subject to the control or direction of **AGENCY** merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed by **CONTRACTOR**, such persons will be entirely and exclusively under direction, supervision and control of **CONTRACTOR**. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by **CONTRACTOR**, and **AGENCY** will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

## 8. NON-ASSIGNABILITY

Neither **CONTRACTOR** or **AGENCY** will assign this Agreement or any portion thereof to a third party and any attempted assignment will be null and void and will be cause for immediate termination of this Agreement.

## 9. TERMINATION FOR CAUSE

- A. **AGENCY'S** EMS Administrator may immediately terminate this Agreement if **CONTRACTOR'S** license or permit to operate as a general acute care hospital or basic emergency facility is revoked or suspended.
- B. **AGENCY** may terminate this Agreement for material cause, if the cause is not cured within sixty (60) calendar days after a written notice specifying the cause is delivered to **CONTRACTOR**. Such notice, and all correspondence between parties relating thereto, shall be kept confidential by **AGENCY** to the extent permitted by law. Cause shall include, but not be limited to:
1. Failure to comply with material terms and conditions of this Agreement, after notice of the failure has been given to **CONTRACTOR**;
  2. Failure to make available sufficient personnel and hospital resources needed to provide STEMI Receiving Center services;
  3. Gross misrepresentation or fraud;
  4. Substantial failure to cooperate with **AGENCY'S** monitoring of STEMI Receiving Center Services;
  5. Substantial failure or refusal to cooperate with quality assurance and audit findings and recommendations within a reasonable time.
  6. Submission by **CONTRACTOR** to **AGENCY** of reports that are incorrect or incomplete in any material respect, provided **CONTRACTOR** fails to correct and/or supplement the reports within 5 days of notice received from **AGENCY**.

## 10. BYPASS

**AGENCY** may in addition to, or in lieu of, initiating termination of this Agreement, institute bypass procedures whereby **CONTRACTOR** will not be utilized as a STEMI Receiving Center for intervals when it is not in compliance with **AGENCY'S** STEMI system standards. **AGENCY** may initiate these procedures at the request, or with the consent, of **CONTRACTOR**, or on its own initiative when it determines that the integrity of the STEMI system or the quality of patient care is medically threatened by **CONTRACTOR** not being in compliance with **AGENCY'S** STEMI system standards.

## 11. TERMINATION FOR CONVENIENCE

- A. **CONTRACTOR** may terminate this Agreement upon one hundred and eighty (180) days written notice to **AGENCY**. In the event **CONTRACTOR** terminates pursuant to this paragraph, **CONTRACTOR** shall cooperate with **AGENCY** to provide any statistical information in its possession which will assist **AGENCY** in determining whether to amend catchment areas or to designate another STEMI Receiving Center.
- B. **AGENCY** may terminate this Agreement upon one hundred and eighty (180) days written notice to **CONTRACTOR**. In the event **AGENCY** terminates pursuant to this paragraph, **CONTRACTOR** shall cooperate with **AGENCY** to provide any statistical information in its possession which will assist **AGENCY** in determining whether to amend catchment areas or to designate another STEMI Receiving Center.

## 12. LAME-DUCK OPERATIONS

In the event of termination of this Agreement for any reason, **CONTRACTOR** will use its best efforts to continue to operate as a STEMI Receiving Center as provided for this Agreement, including during any appeal or legal challenge and the reasonable start-up period for a new SRC if needed.

## 13. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Agreement will be at the risk of **CONTRACTOR** alone. **CONTRACTOR** agrees to defend, indemnify, and save harmless the **AGENCY**, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against **CONTRACTOR**, **AGENCY** or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by **CONTRACTOR**, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of **AGENCY**. **CONTRACTOR** agrees to waive all rights of subrogation against **AGENCY** for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

## 14. INSURANCE PROVISIONS

- a. **CONTRACTOR**, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance:
- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$3,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability. **AGENCY** shall be named as additional insured on this policy. If such coverage is afforded on a claims-made basis, coverage must continue (or include an extended reporting period provision) for a period of time after the contract has been terminated that is equivalent to the statute of limitations in the jurisdiction where **CONTRACTOR'S** work is being performed.
  - 2) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of **CONTRACTOR** and Employer's

Liability in the minimum amount of \$1,000,000.

- 3) Professional liability with a limit of not less than \$5,000,000 each occurrence and \$25,000,000 annual aggregate.
- b. **AGENCY** is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- c. **AGENCY** reserves the right to amend the insurance requirements contained in this section. **AGENCY** shall notify **CONTRACTOR** in writing of any changes in the insurance requirements and, if **CONTRACTOR** does not deposit with within sixty (60) days of receipt of such notice a new certificate of insurance for each policy or policies of insurance incorporating such changes, this Agreement shall be deemed in default without further notice to **CONTRACTOR** and may be forthwith terminated by **AGENCY**.
- d. **CONTRACTOR** agrees to waive all rights of subrogation against **AGENCY**, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by **CONTRACTOR** under the terms of this Agreement as it pertains to Workers' Compensation.
- e. Policies will not be canceled, non-renewed, or reduced in scope of coverage until after sixty (60) days written notice has been given to the **AGENCY** Risk Management Division.
- f. **CONTRACTOR** agrees to provide **AGENCY** with the following insurance documents on or before the effective date of this Agreement:

Certificates of Insurance for all required coverage.

- 1) Additional insured endorsement naming the County of Ventura as an additional insured.
  - 2) Waiver of Subrogation as it pertains to Workers' Compensation.
- g. All insurance required in this Section 14, shall be primary coverage as respects **AGENCY** and any insurance or self-insurance maintained by **AGENCY** shall be excess of **CONTRACTOR'S** insurance coverage and shall not contribute to it.

## 15. NON-DISCRIMINATION

- a. General -- No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.
- b. Employment -- **CONTRACTOR** will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. **CONTRACTOR'S** personnel policies will be made available to **AGENCY** upon request.

## 16. ADDENDA

Contract requirements may change if the state or **AGENCY** changes standards for SRCs. The parties agree to negotiate in good faith to amend the terms of this

Agreement to conform to any changes in standards for SRCs imposed by the state or **AGENCY**.

## **17. CONFLICT OF INTEREST**

**CONTRACTOR** covenants that **CONTRACTOR** presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest will be employed or retained by **CONTRACTOR** under this Agreement.

## **18. FORCE MAJEURE**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster.

## **19. NON-EXCLUSIVITY**

**AGENCY** reserves the right to designate other hospitals as SRCs when it is reasonably determined to be in the best interest of County.

## **20. CONFIDENTIALITY**

**AGENCY** and **CONTRACTOR** agree to maintain confidentiality of any patient identifiable information. Without the written permission of the patient, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement and then only to persons having such responsibilities under the Agreement, including those furnishing services to Contractor under subcontract. **AGENCY** and **CONTRACTOR** agree that all information and records obtained in the course of providing services to covered patients shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto. Nothing in this Section 20 limits the ability of **AGENCY** to utilize aggregate data provided by **CONTRACTOR** pursuant to this Agreement for system planning, implementation, management, and evaluation purposes, including providing such data to other participants in the **AGENCY** system.

## **21. MAINTENANCE OF RECORDS**

In order to enable **AGENCY** to ensure that **CONTRACTOR** is complying with the terms of this Agreement, **CONTRACTOR** shall maintain patient care and expenditure data in such a fashion as to be able to identify STEMI patients separately from all other patients and from all other private or public activities of the **CONTRACTOR** and/or its subcontractors. All administrative records under this Agreement shall be maintained by the **CONTRACTOR** for a minimum of five (5) years after the termination date of the Agreement.

## **22. FISCAL AND PERFORMANCE AUDITS, MONITORING, AND INSPECTION OF RECORDS**

Authorized federal, state, or **AGENCY** representatives shall have the right to monitor, assess, or evaluate **CONTRACTOR'S** performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, patient records, and interviews of patient staff and patients. At any time during normal business hours and upon reasonable request by

**AGENCY** so as not to disrupt patient care or medical center operations, **CONTRACTOR** shall make available to federal, state, or **AGENCY** officials for examination all of its records with respect to services provided under this Agreement.

**AGENCY** will have the right to review the work being performed by **CONTRACTOR** under this Agreement at any time during **CONTRACTOR'S** usual working hours. Review, checking, approval or other action by **AGENCY** will not relieve **CONTRACTOR** of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Agreement will be administered for **CONTRACTOR** by its authorized representative.

### **23. REPORTS**

**CONTRACTOR** shall submit reports related to the services provided under this Agreement as requested by **AGENCY**. Format for the content of such reports will be developed by **AGENCY**. Failure to meet specified deadlines will be sufficient cause to terminate this Agreement, in accordance with Section 9b6 of this Agreement.

### **24. EVALUATION STUDIES**

**CONTRACTOR** will participate as requested by **AGENCY** in research and/or evaluative studies designed to show the effectiveness of **CONTRACTOR** services or to provide information about **CONTRACTOR'S** services to STEMI patients.

### **25. NOTICES**

All notices required under this Agreement will be made in writing and addressed or delivered as follows:

**TO AGENCY:**

Ventura County EMS Agency  
Steve Carroll, EMS Administrator  
2220 E. Gonzales Rd. #200  
Oxnard, CA 93036  
805-981-5300

**TO CONTRACTOR:**

Los Robles Regional Medical Center  
Phil Buttell, CEO  
215 W. Janss Rd.  
Thousand Oaks, CA 91360  
(805) 497-2727

**With Copy to:** Los Robles Regional Medical Center Legal Department

Either party may, by giving written notice in accordance with this Section 26, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this Section 25 and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

### **26. GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in

accordance with the laws of the State of California.

## **27. SEVERABILITY OF CONTRACT**

If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

## **28. CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by **AGENCY** in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

## **29. CONFORMANCE WITH RULES AND REGULATIONS**

**CONTRACTOR** shall comply with federal, state, and local rules and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and shall keep in effect any and all licenses, permits, notices, and certificates as are required. **CONTRACTOR** shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

**CONTRACTOR** shall demonstrate compliance with any revised state regulations regarding SRCs within the time period stated in the regulations, a period to be negotiated with **AGENCY**, or one-year from the effective date of the revised regulations, whichever is shorter.

## **30. RESPONSIBILITY FOR COSTS**

All costs or expenses incurred by **CONTRACTOR** by reason of this Agreement with respect to the acquisition of equipment or personnel or with respect to the provisions of patient care services, including emergency patient care services of all types and description provided to patients who would not have been treated by **CONTRACTOR** in the absence of this Agreement are the responsibility of the **CONTRACTOR** and are not the responsibility of **AGENCY**.

It is understood herein that **CONTRACTOR** is not waiving any eligibility for payment under any of the medically indigent adult programs which are operated by County.

## **31. ATTORNEY'S FEES AND COSTS**

In a legal action to enforce any of the terms and conditions of this Agreement, the **CONTRACTOR** and **AGENCY** agree that neither party will be entitled to reimbursement of attorney fees and costs incurred as a result of the pursuit or defense of such legal action.

## **33. CONFLICT WITH LAWS AND REGULATIONS**

In the event that any clause of this Agreement is found to conflict with any state or federal law or regulations, that state or federal law or regulation shall prevail.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates written below:

Dated: 10/2/29 By:

  
\_\_\_\_\_  
Phil Buttell, CEO  
Los Robles Regional Medical Center

Dated: \_\_\_\_\_ By:

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Ventura

Attest: \_\_\_\_\_  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By: \_\_\_\_\_  
Deputy Clerk of the Board