

## **Agreement for an Acute Stroke Center (ASC) 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 100270.220 (a) of Chapter 7.2 of Division 9 of Title 22 of the California Code of Regulations grants the **AGENCY** authority to develop and implement a Stroke 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 7.2 of Division 9 of Title 22 of the California Code of Regulations and **AGENCY'S** Stroke system policies; and

**WHEREAS**, **CONTRACTOR** is willing to accept designation as an Acute Stroke Center (ASC) 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 ASC services hereinafter described; and

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

**WHEREAS**, designation of **CONTRACTOR** by **AGENCY** as an ASC 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 ASC, 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
- B. "**STROKE**" means a condition of impaired blood flow to a patient's brain resulting in brain dysfunction, most commonly through vascular occlusion or hemorrhage.
- C. "**Acute Stroke Center**" or "**ASC**" means a licensed general acute care facility designated by AGENCY that meets the minimum hospital Stroke care requirements pursuant to Chapter 7.2 of Division 9 of Title 22 of the California Code of Regulations and VC EMS Policy 450 and maintains certification by The Joint Commission, Det Norske Veritas, or the Healthcare Facilities Accreditation Program, as an Acute Stroke Ready Hospital, Primary Stroke Center, Comprehensive Stroke Center or equivalent.
- D. "**Stroke Critical Care System**" means a subspecialty care component of the EMS system developed by a local EMS agency. This critical care system links prehospital and hospital care to deliver optimal treatment to the population of stroke 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 Stroke 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 Stroke 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 Stroke 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 Stroke Patient Interfacility Transfer Guidelines. The parties recognize that **AGENCY** cannot assure that any minimum number of Stroke patients will be delivered to **CONTRACTOR** during the term of this Agreement.
5. Implement a standardized data collection and reporting process for Stroke 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 Acute Stroke Center services to Stroke 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** Stroke 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. **CONTRACTOR** will follow all applicable requirements of California Code of Regulations Title 22, Division 9, Chapter 7.2, Section 100270.200-100270.229, that pertain to its level of service.
4. **CONTRACTOR** shall maintain a certification by The Joint Commission, Det Norske Veritas, or the Healthcare Facilities Accreditation Program, as an Acute Stroke Ready Hospital, Primary Stroke Center, Comprehensive Stroke Center or equivalent. Should **CONTRACTOR** elect to provide a higher level of stroke services, **CONTRACTOR** agrees to follow state and local policies and procedures for the higher certification level.
5. Provide appropriate prehospital destination direction or prompt transfer of a Stroke patient to another appropriate hospital when **CONTRACTOR** does not have appropriate resources immediately available to care for the patient.
6. Establish transfer agreements between **CONTRACTOR** and each of the Ventura County hospitals within a 45-minute catchment area whereby **CONTRACTOR** agrees to timely transfer of Stroke patients for a higher level of care.
7. Immediately notify **AGENCY**, in writing, of any change in status of the Stroke Medical Directors or Nursing Directors.
8. Immediately notify **AGENCY** of any Acute Stroke Center status change via ReddiNet. If **CONTRACTOR** is unable to accept stroke patients for more than 4 hours for any reason, **AGENCY** shall be notified by a phone call to the duty officer. Every effort shall be made by **CONTRACTOR** to limit diversion of Stroke patients.
9. 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.
10. Develop and maintain telephone, radio and/or on-site consultations for community physicians, providers, and prehospital personnel regarding the immediate medical management of Stroke patients.
11. 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.
12. Take immediate corrective action where there is an identified failure to meet either **CONTRACTOR'S** or **AGENCY'S** standards.
13. Participate in **AGENCY'S** Continuous Quality Improvement processes and activities as it relates to **AGENCY'S** Stroke critical care system. **CONTRACTOR** designated medical directors and nursing directors, or their representatives, must attend 100% of the **AGENCY'S** Stroke QI meetings.

14. Provide EMS prehospital personnel continuing medical education in Stroke care.
15. Conduct public education activities in Stroke care.
16. Maintain an effective internal QI 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.
17. Notify **AGENCY** immediately of any substantial and continuing inability to fulfill requirements of this Agreement.
18. Maintain **AGENCY** designation as a receiving hospital. Should **CONTRACTOR** lose its **AGENCY** designation as a receiving hospital, this Agreement shall automatically terminate.
19. Notify **AGENCY** of any change in plans to decrease or downsize services.
20. Submit Stroke patient data as required by **AGENCY'S** data collection process in accordance with 22 CCR §100270.228 and **AGENCY's** policies and procedures.
21. **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 Acute Stroke Center designation fee schedule in an amount sufficient to cover the reasonable cost of administering the program. The Ventura County 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** nor **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 Acute Stroke Center services;
3. Gross misrepresentation or fraud;
4. Substantial failure to cooperate with **AGENCY'S** monitoring of -Acute Stroke 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 an Acute Stroke Center for intervals when it is not in compliance with **AGENCY'S** Stroke 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 Stroke system or the quality of patient care is medically threatened by **CONTRACTOR** not being in compliance with **AGENCY'S** Stroke 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 Acute Stroke 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 Acute Stroke 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 an Acute Stroke Center as provided for this Agreement, including during any appeal or legal challenge and the reasonable start-up period for a new ASC 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 ASCs. The parties agree to negotiate in good faith to amend the terms of this Agreement to conform to any changes in standards for ASCs 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 ASCs 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 Stroke 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 project 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 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 Stroke 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 26 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 ASCs 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.

### 32. 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: 10/2/24 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