

**AGREEMENT FOR
PEDIATRIC CALL SERVICES**

This Agreement is made and entered into by the COUNTY OF VENTURA, a political subdivision of the State of California, including its Ventura County Health Care Agency (“AGENCY”), and Community Memorial Health System, a California nonprofit corporation, d/b/a Community Memorial Hospital (“HOSPITAL”).

This Agreement shall be effective October 1, 2023, and shall be for an initial period of twelve (12) months, that is, until September 30, 2024. Then, unless either party provides written notice of its intent not to renew at least ninety (90) days prior to the annual renewal date, this Agreement shall then be extended for up to two (2) additional periods of one (1) year each.

**FIRST
SERVICES TO BE RENDERED**

HOSPITAL hereby contracts for the professional services of AGENCY, to provide adequate and appropriate pediatric on-call physician coverage of the Emergency Department at HOSPITAL by one (1) qualified pediatric specialist, 24 hours a day, 7 days per week, 366 days in the initial year of this Agreement and 365 days each year thereafter. AGENCY shall provide professional services under the direction of the HOSPITAL Medical Director or designee, and shall perform said work and functions at all times in strict accordance with currently approved methods and practices of the pediatric professional specialty.

AGENCY may contract with physicians who shall assist AGENCY to provide the contracted services, which physicians shall be bound by the terms of this Agreement by way of a subcontract agreement between them and AGENCY. Those who so subcontract shall hereinafter be referred to as “Participating Physicians.”

**SECOND
COMPENSATION OF AGENCY**

HOSPITAL shall compensate AGENCY for services rendered to HOSPITAL under this Agreement at the daily rate of seven hundred fifty dollars (\$750.00) per twenty-four (24) hours, for a maximum amount to be paid under this Agreement of two hundred seventy-four thousand five hundred dollars (\$274,500.00) for the period October 1, 2023, through September 30, 2024, and two hundred seventy-three thousand seven hundred fifty dollars (\$273,750.00) for any 12-month contract year thereafter. Upon termination of this Agreement, AGENCY shall be entitled to compensation earned prior to the date of termination as provided in this Agreement computed pro rata up to and including that date.

Payment terms are net 30 days, in arrears for services upon the receipt of an invoice. Invoices are to be sent to the notice address identified below.

**THIRD
PROPERTY RIGHTS OF THE PARTIES**

All inventions, designs, improvements and discoveries made solely and exclusively by AGENCY while providing services under this Agreement which may be patented or copyrighted shall be conclusively presumed by the parties to this Agreement to be the property of AGENCY.

**FOURTH
OBLIGATION OF HOSPITAL**

During the term of this Agreement, HOSPITAL agrees:

1. Space - to provide necessary space for the performance of AGENCY's professional duties.
2. Supplies - to provide reasonable and necessary supplies to the proper operation and conduct of services, and supply ordinary janitorial and in-house messenger service, and such utilities as may be required for the proper operation and conduct of AGENCY's services.
3. Support Services - to provide reasonably necessary support personnel for the proper operation of medical services provided under this Agreement.
4. Billing for Services Rendered - to bill and collect for all medical services rendered by AGENCY pursuant to the terms of this Agreement. AGENCY shall not bill for such services.

**FIFTH
OBLIGATIONS OF AGENCY**

AGENCY agrees to, at all times during the term of this Agreement:

1. Malpractice Coverage - to provide professional liability (malpractice) coverage ("Professional Liability Coverage") which will cover AGENCY and Participating Physicians while AGENCY is providing services under this Agreement. AGENCY shall provide HOSPITAL with proof of Professional Liability Coverage prior to the effective date of this Agreement.
2. License and Staff Membership – AGENCY will ensure all Participating Physicians shall keep in full force and effect the unrestricted license of Participating Physicians as a California physician with membership in good standing and unrestricted privileges on the Medical Staff of HOSPITAL. AGENCY shall notify the Medical Staff of HOSPITAL immediately of any changes.
3. Conduct on Premises – AGENCY shall abide by the HOSPITAL's Code of Conduct and comply with Medical Staff bylaws, rules, and regulations and applicable department specific rules and regulations.
4. Conduct in Community – AGENCY's conduct shall, at all times, be with due regard to public

conventions and morals. AGENCY further agrees not to do or commit any acts that will reasonably tend to degrade itself bring itself into public hatred, contempt or ridicule, or that will reasonably tend to shock or offend the community, or to prejudice HOSPITAL or the medical profession in general.

5. Return of Equipment and Supplies - On the termination of this Agreement or whenever requested by HOSPITAL, AGENCY shall immediately deliver to HOSPITAL the equipment and supplies in its possession or under its control belonging to HOSPITAL in good condition, ordinary wear and tear and damages by any cause beyond the reasonable control of AGENCY excepted.
6. Access to Records - Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, AGENCY will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, including the State of California, this Agreement and all books, documents, and records necessary to certify the nature and extent of the cost of these services. If AGENCY carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.
7. Restrictions on Use or Disclosure of Protected Health Information - AGENCY will not use or disclose protected health information other than as permitted or required by this Agreement or as required by law. For the purposes of this Section, "protected health information" means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual.
 - a. Permitted Uses and Disclosures - AGENCY may use or disclose protected health information only as follows: (1) for the proper management and administration of AGENCY or to carry out the legal responsibilities of AGENCY and (2) to provide data aggregation services to HOSPITAL. AGENCY will document any disclosures of protected health information not permitted by law.
 - b. Safeguarding Protected Health Information - AGENCY will use appropriate safeguards to prevent use or disclosure of protected health information, including electronic protected health information, other than as provided for by this Agreement, including ensuring that any agent, including a subcontractor, to whom he provides protected health information received from, or created or received by, AGENCY on behalf of HOSPITAL agrees to the same restrictions and conditions that apply through this Agreement to AGENCY with respect to such information. Such safeguards shall include compliance with the requirements of the HIPAA Security Rule (45 C.F.R. part 160 and part 164, subparts A and C), including the administrative, physical, and technical safeguards and documentation requirements set forth in 45 C.F.R. 164.308, 164.310, 164.312, and 164.316. AGENCY shall, within two (2) calendar days of the discovery of such disclosure, report to HOSPITAL any use or disclosure of protected

health information not provided for by this Agreement of which he becomes aware, including any breach of unsecured protected health information, as required by 45 C.F.R. 164.410, and any Security Incident (as defined in 45 C.F.R. 164.304) of which AGENCY becomes aware, and will, to the extent practicable, mitigate any harmful effect that is known to AGENCY of a use or disclosure of protected health information in breach of the requirements of this Agreement. Notification to HOSPITAL will include the identity of each individual whose protected health information or unsecured protected health information was, or is reasonably believed by AGENCY to have been, accessed, acquired, used or disclosed during the breach. At the termination of this Agreement, AGENCY will return or destroy all protected health information created or received by AGENCY on behalf of HOSPITAL and retain no copies of such information. If it is not feasible to return or destroy the protected health information, AGENCY shall provide HOSPITAL notification of the conditions that make return or destruction infeasible and AGENCY shall extend the protections set forth in Article 5, Section 7 of this Agreement to such protected health information and limit the use and disclosure of the protected health information to those purposes that make return or destruction infeasible. To the extent it later becomes feasible to return or destroy such protected health information, AGENCY shall do so.

- c. Persons or Entities Allowed Access to Records - Except as otherwise prohibited by law, AGENCY will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information and to receive an accounting of any disclosures of protected health information by AGENCY occurring six (6) years prior to the date on which the accounting is requested. AGENCY will make protected health information available to HOSPITAL for inspection, amendment and copying. AGENCY will make his internal practices, books and records relating to the use and disclosure of protected health information available to the Secretary, U.S. Department of Health and Human Services, for purposes of determining AGENCY's or HOSPITAL's compliance with 45 CFR Part 164.
 - d. No Remuneration - Unless otherwise permitted by law and with the prior written consent of the HOSPITAL, AGENCY shall not directly or indirectly receive remuneration in exchange for any protected health information concerning an individual unless AGENCY obtains from the individual a valid authorization that includes a specification of whether the protected health information can be further exchanged for remuneration by AGENCY.
 - e. AGENCY agrees that to the extent AGENCY is to carry out one or more of HOSPITAL's obligations under Subpart E of 45 CFR Part 164, AGENCY will comply with the requirements of Subpart E that apply to HOSPITAL in the performance of such obligations.
8. Treating Patients - AGENCY will provide medical services to patients presented by HOSPITAL regardless of health and financial status. AGENCY recognizes that HOSPITAL contracts with various medical insurance plans to provide medical services for plan members, and AGENCY agrees to provide medical care for those patients on the same basis as AGENCY provides medical care to other patients. AGENCY agrees to cooperate with any quality review

and improvement program involving HOSPITAL and a medical insurance plan with whom HOSPITAL has contracted.

9. Cooperation with Compliance Efforts of HOSPITAL – AGENCY agrees to cooperate with HOSPITAL as may be required for HOSPITAL to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, the standards of the Joint Commission, any other agency that accredits HOSPITAL, and all public and private third party payers, including, without limitation, Medicare and Medi-Cal. AGENCY has received HOSPITAL’s Code of Conduct, agrees to abide by it, and will execute a certification to that effect. AGENCY shall cooperate with all compliance-related activities of HOSPITAL which includes, without limitation, attending the appropriate compliance training sessions(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and /or default under this Agreement.

SIXTH TERMINATION

1. This Agreement shall terminate immediately upon the occurrence of any of the following:
 - a. The failure to cure within thirty (30) days of written notice a breach of duty by either party in the course of providing services under this Agreement.
 - b. The failure to cure within thirty (30) days of written notice any neglect by either party of duties under this Agreement.
 - c. The failure to cure within thirty (30) days of written notice a breach of the obligations of either party under this Agreement.
 - d. The termination or summary suspension of AGENCY’s membership and privileges on the Medical Staff of HOSPITAL.
 - e. By mutual consent of AGENCY and HOSPITAL.
 - f. After the initial twelve (12) month period under this Agreement, upon ninety (90) days’ notice from either party to the other party, with or without cause.
 - g. Upon mutual Agreement by AGENCY and HOSPITAL that a change in laws or standards has arisen which prohibits or restricts the terms of this Agreement.
 - h. Upon HOSPITAL’s determination of a material breach of Article 5, Section 7 of this Agreement by AGENCY.
2. Upon the termination of the Agreement for any reason, AGENCY will be responsible for arranging for the smooth transition of duties to appropriate independent contractors and/or employees of HOSPITAL, assuring that patient care retains the highest standards of medical practice and ethics during the transition.

3. Upon termination of this Agreement, AGENCY immediately shall deliver to HOSPITAL sole custody and exclusive use of its premises, equipment and supplies.

Termination of this Agreement shall not result in loss of Medical Staff privileges and membership of AGENCY.

SEVENTH GENERAL PROVISIONS

1. No Waiver - Failure by either party to insist upon strict performance of each and every term and condition and covenant of this Agreement shall not be deemed a waiver of or a relinquishment of their respective rights to enforce any term, condition or covenant.
2. Containment of Entire Agreement Herein - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to AGENCY providing the subject services to HOSPITAL and contains all the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, other than as set forth herein, have been made by any party or anyone acting on behalf of any party to be charged.
3. Notices - Notices to be given by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, with return receipt requested. Mailed notices to HOSPITAL shall be addressed and delivered to Community Memorial Health System, 147 Brent Street, Ventura, CA 93003. Mailed notices to AGENCY shall be addressed and delivered to Ventura County Health Care Agency, 5851 Thille Street, Suite 100, Ventura, CA 93003. Each party may change its address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing.
4. Partial Invalidity - If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
5. Law Governing Agreement - This Agreement shall be governed and construed in accordance with the laws of the State of California.
6. Compliance with Laws and Regulations - All parties to this Agreement shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of HOSPITAL in connection with this Agreement or otherwise to induce or to influence referrals by or from AGENCY. In dealing with patients and in connection with any patient referrals or HOSPITAL admissions AGENCY may make, AGENCY is expected and required to act in accordance with the highest professional and ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither the compensation paid pursuant to this Agreement, nor any other consideration or remuneration to AGENCY or otherwise, or to any member of AGENCY's family, currently or

in the future, is or will be based on any expectation of referrals, or on AGENCY making or not making referrals to any particular person, entity or facility.

7. Preparation of Agreement through Negotiation - It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed to be the party which prepared this Agreement within the meaning of Civil Code section 1654.
8. Independent Status of AGENCY - In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that AGENCY is at all times acting as an independent contractor. Except as otherwise provided herein, neither AGENCY nor HOSPITAL shall have any control over the method by which AGENCY shall give these services, provided, however, that AGENCY shall perform the obligations and responsibilities hereunder and function at all times in accordance with approved methods of practice and in accordance with the rules and regulations promulgated by HOSPITAL's Medical Staff. During the term of this Agreement, HOSPITAL may, without breaching this Agreement or any duty owed to AGENCY, contract with other individuals and entities to render the same or similar services as AGENCY. Further, during the term of this Agreement, AGENCY may, independent of its relationship with HOSPITAL, and without breaching this Agreement or any duty owed to HOSPITAL, contract with other individuals and entities to render the same or similar services as are rendered hereunder to HOSPITAL, provided that such other contract does not interfere with AGENCY's rendering of the services contracted for under this Agreement.
9. Subcontracts by AGENCY - If in the performance of this Agreement, AGENCY chooses to associate, subcontract with, or employ any third person in carrying out the responsibilities of this Agreement, any such third person shall be entirely and exclusively under the direction, supervision and control of AGENCY. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of association, subcontract or employment or requirements of law shall be determined by AGENCY, and HOSPITAL shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither AGENCY nor any such person shall have any claim under this Agreement or otherwise against HOSPITAL for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.
10. Hold Harmless by HOSPITAL - Should AGENCY be sued based upon actions of HOSPITAL, through no fault of and not due to actions of AGENCY, or of AGENCY's subcontractor, employees, or agents, HOSPITAL shall indemnify, defend and hold harmless AGENCY, its shareholders, officers, directors, employees, agents, and subcontractors from any loss, cost, damage, expense or liability which may arise from any such suit.
11. Provision of Satisfactory Service - It is understood and agreed that AGENCY is to assure that the work and services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with all applicable laws and community standards. Any person acting pursuant to this Agreement must at all times be properly authorized in accordance with the bylaws, rules and regulations promulgated by

HOSPITAL's Medical Staff, as applicable, and nothing in this Agreement affects or limits in any way the application or implementation of those bylaws, rules and regulations.

12. Dispute Resolution - The parties agree that disputes between them as to the interpretation of this Agreement shall be subject to the following procedures:
 - a. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable time, or two (2) weeks, whichever is lesser;
 - b. If the parties are unable to reach a resolution of the problem within a reasonable time, not to exceed sixty (60) days, unless a longer time is agreed to by AGENCY and HOSPITAL, the matter shall be submitted to a resolution committee comprised of one (1) person from the Medical Executive Committee of the Medical Staff chosen by AGENCY, one (1) person chosen by HOSPITAL, and a third person mutually chosen by the first two, or if they are unable to agree, a third person designated by the presiding judge of the Ventura County Superior Court;
 - c. Each party shall bear its own attorney's fees and legal expenses related to any action involving this Agreement.
13. Confidentiality - In providing services pursuant to this Agreement, AGENCY may obtain or have access to certain information and/or material which is properly confidential, and which has not been publicly released by HOSPITAL. AGENCY shall maintain confidentiality with respect to all such information and/or material and shall not disclose such information and/or material to any third party other than as necessary in connection with providing services under this Agreement or as may be otherwise legally required. Any disclosure shall be limited to the extent necessary and shall be accompanied by limitations or restrictions to preclude further disclosure and to preserve confidentiality to the extent reasonable and permitted under applicable law.
14. Documentation by Contractor - AGENCY shall prepare and submit via the HOSPITAL electronic health record system invoices for services, and other documents required by HOSPITAL and any third party payer, including, but not limited to, Medicare and Medi-Cal, for the remuneration of AGENCY's services within ten (10) days of the provision of the services by AGENCY. Such documentation shall be accurate and legible. AGENCY acknowledges that HOSPITAL will rely upon this documentation in billing third party payers for their services.
15. Use of Terms in this Document - Where appropriate in the context, the use of the singular in this Agreement shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or the neuter. References to "AGENCY" shall be deemed to mean or include Participating Physicians who perform the medical services contracted for under this Agreement.
16. Counterparts - This Agreement may be executed in two or more counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature Page to Follow]

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

AGENCY

HOSPITAL

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____