

1 **Primary Stroke Center Designation Agreement**

2  
3 This Agreement is entered into by and between the San Joaquin County  
4 Emergency Medical Services Agency, hereinafter called "SJCEMSA" and Dameron  
5 Hospital Association, under management agreement with Adventist Health, doing  
6 business as Dameron Hospital, hereinafter called "Hospital," collectively hereinafter  
7 called the "parties."

8  
9 WITNESSETH:

10 Whereas, Health and Safety Code section 1797.200 authorizes each County to  
11 designate a local EMS agency for the administration of emergency medical services,  
12 which is the San Joaquin County Emergency Medical Services (EMS) Agency  
13 (SJCEMSA);

14 Whereas, Health and Safety Code section 1797.204 requires the local EMS  
15 agency to plan, implement, and evaluate an EMS system consisting of an organized  
16 pattern of readiness and response services based on public and private agreements  
17 and operational procedures;

18 Whereas, Health and Safety Code, Division 2.5, Chapter 6, Article 3,  
19 Section 1798.170 authorizes a local EMS agency to develop triage and transfer  
20 protocols to facilitate the prompt delivery of patients to appropriate designated facilities  
21 within and without its jurisdiction and states that the EMS Agency's considerations in  
22 designating a facility shall include, but shall not be limited to, the following:

- 23 (a) A general acute care hospital's consistent ability to provide on-call physicians  
24 and services for all emergency patients regardless of ability to pay.  
25 (b) The sufficiency of hospital procedures to ensure that all patients who come to  
26 the emergency department are examined and evaluated to determine whether or  
27 not an emergency condition exists.  
28 (c) The hospital's compliance with local EMS protocols, guidelines, and transfer  
29 agreement requirements (collectively, the required "Considerations"); and

30 Whereas, Health and Safety Code, Division 2.5, Chapter 2, Section 1797.67  
31 defines a "designated facility" as a hospital which has been designated by a local EMS

1 agency to perform specified emergency medical services systems functions pursuant to  
2 guidelines established by the authority; and

3       Whereas, California Code of Regulations, Title 22, Division 9, Chapter 7.2,  
4 Section 100270.220 authorizes the local EMS agency to create a Stroke Critical Care  
5 System and designate qualified hospitals as Primary Stroke Centers; and

6       Whereas, the parties are each a department of the County of San Joaquin, a  
7 political subdivision of the State of California;

8       Whereas, the San Joaquin County Board of Supervisors wishes to assure the  
9 highest quality of care by directing acute stroke patients, as defined below, to facilities  
10 committed to meeting Primary Stroke Center standards; and

11       Whereas, Hospital requests and desires to be a designated facility to perform as  
12 a Primary Stroke Center (PSC) as part of the County's Emergency Medical Services  
13 (EMS) system; and

14       Whereas, SJCEMSA has made the required Considerations and examined  
15 Hospital and has found Hospital to possess those performance characteristics,  
16 personnel, and equipment required by SJCEMSA, as set forth in EMS Policy No. 4811  
17 Primary Stroke Center Designation attached hereto as Exhibit "A" and incorporated  
18 herein by this reference; and

19       Whereas, Hospital is willing to accept the designation by SJCEMSA as a PSC  
20 and agrees to comply with the terms and conditions expressed herein;

21

22       NOW, THEREFORE, in consideration of the recitals and the mutual obligations  
23 of the parties expressed herein, both SJCEMSA and Hospital do hereby expressly  
24 agree as follows:

25

26 **1. Definitions.** For the purposes of this agreement:

27       **A.** "Acute Stroke Patient" means a person evaluated by prehospital, physician,  
28 nursing or other licensed or certified medical personnel according to the policies  
29 and procedures established by SJCEMSA, as may be amended from time to  
30 time, and been found to require PSC services.

- 1 B. "Neurointerventional Radiologist" means a specialist physician who performs  
2 surgery on the head, neck and spine without making a surgical incision, also  
3 known as endovascular treatments. These are experts in minimally-invasive  
4 treatments and use imaging equipment to see into the body and guide their  
5 procedures.
- 6 C. "Primary Stroke Center" (PSC) means a receiving hospital that has met the  
7 standards of the Center for Medicaid and Medicare Services (CMS); is certified  
8 as a Primary Stroke Center by The Joint Commission, and is designated as a  
9 PCS by SJCEMSA.
- 10 D. "Stroke" means a condition of impaired blood flow to a patient's brain resulting in  
11 brain dysfunction.
- 12 E. "Stroke Critical Care System" means a subspecialty care component of the EMS  
13 system developed by a local SJCEMSA. This critical care system links  
14 prehospital and hospital care to deliver optimal treatment to the population of  
15 stroke patients.
- 16 F. "Stroke Information System" means the information system maintained by each  
17 PSC which captures the presentation, diagnostic, treatment and outcome data  
18 sets required by EMS Policy No. 4811 Primary Stroke Center Designation , and  
19 EMS Policy No. 6382 Primary Stroke Center Data Requirements.

20

21 **2. Hospital Responsibilities.**

- 22 A. Hospital shall meet all regulations, procedures, policies and protocols as have  
23 been or may be established by SJCEMSA, including changes that may occur in  
24 state law or regulation and are subsequently adopted by SJCEMSA during the  
25 term of this agreement.
- 26 B. Hospital shall comply with the requirements of EMS Policy No. 4811 Primary  
27 Stroke Center Designation, and EMS Policy No. 6382 Primary Stroke Center  
28 Data Requirements, which are incorporated into this Agreement. Hospital shall  
29 monitor its compliance with EMS Policy No. 4811 Primary Stroke Center  
30 Designation and EMS Policy No. 6382 Primary Stroke Center Data

1        Requirements on a regular and ongoing basis. Documentation of such efforts  
2 shall be made available to SJCEMSA upon request.

3        **C.** Hospital shall provide all persons, employees, supplies, equipment, and facilities  
4 necessary to perform the services required of Hospital under this Agreement.

5        **D.** Hospital shall notify SJCEMSA, in writing, within twenty-four (24) hours of  
6 becoming aware of any failure to meet compliance with EMS Policy No. 4811  
7 Primary Stroke Center Designation and shall take corrective action within a  
8 reasonable period of time to correct said failure.

9        **E.** Hospital shall immediately notify SJCEMSA Duty Officer of any disruption in the  
10 Hospital's provision of PSC services.

11       **F.** Hospital shall maintain the capability at all times for Hospital to conduct two-way  
12 radio communications with paramedic units in the field in order to facilitate the  
13 rapid notification of acute stroke patient alerts and, maintain and operate  
14 communications equipment so as to ensure continued compatibility in a manner  
15 which will not degrade or interfere with the actual or intended operation of the  
16 SJCEMSA's communication system.

17       **G.** Hospital shall digitally record and maintain records of radio or telephone  
18 communications received from prehospital personnel notifying Hospital of an  
19 acute stroke patient for a minimum of one-hundred and eighty (180) days.  
20 Hospital shall provide SJCEMSA with 24-hour remote access to the digital  
21 recorder for prehospital medical control oversight and EMS system evaluation.

22       **H.** Hospital shall maintain a Stroke Information System and submit Stroke  
23 Information System data to SJCEMSA on a regular basis, as requested by  
24 SJCEMSA, pursuant to its authority as a local EMS agency. Hospital shall, at a  
25 minimum, collect and maintain the data specified in EMS Policy No. 6382  
26 Primary Stroke Center Data Requirements and other data points that are  
27 adopted by SJCEMSA.

28       **I.** Hospital shall participate and submit monthly Stroke Information System data to  
29 the American Heart Association's Get with the Guidelines – Stroke registry.  
30 Hospital agrees to authorize SJCEMSA to access the Stroke Information

1 System data submitted to the American Heart Association's Get with the  
2 Guidelines – Stroke registry.

3 J. Hospital acknowledges that SJCEMSA makes no representation as to the  
4 number of acute stroke patients that may be transported to Hospital during the  
5 term of this Agreement.

6 K. Upon SJCEMSA's request Hospital agrees to negotiate in good faith the  
7 consolidation or combination of this Agreement with other designation  
8 agreements with SJCEMSA.

9 L. Hospital shall participate in the multidisciplinary stroke QI Committee facilitated  
10 by County.

11  
12 **3. SJCEMSA Responsibilities.**

13 A. SJCEMSA shall designate Hospital as a PSC in the San Joaquin County EMS  
14 System pursuant to the provisions of this Agreement and the policies and  
15 procedures of the San Joaquin County EMS Agency, until such time that this  
16 Agreement is terminated.

17 B. SJCEMSA shall facilitate multidisciplinary stroke QI Committee meetings.  
18

19 **4. Financial Responsibility.**

20 County, its departments, officers, agents and employees shall not be liable for any  
21 costs or expenses incurred by Hospital to satisfy Hospital's responsibilities under  
22 this Agreement, including any costs or expenses incurred by Hospital for services  
23 provided to patients lacking the ability to pay for services.  
24

25 **5. Audits and Inspections.**

26 SJCEMSA and its authorized representatives shall be entitled to monitor, assess,  
27 and evaluate Hospital's performance of its obligations under this Agreement. To the  
28 extent permitted by law and applicable regulations, such monitoring, assessments,  
29 or evaluations shall include, but not be limited to, audits, inspection of premises,  
30 review of reports, review of patient records, participation in Hospital committees  
31 reviewing PSC services, and interviews of Hospital's staff and PSC program

1 participants. At any time during normal business hours, as often as the SJCEMSA  
2 may deem necessary, and to the extent permitted by law and applicable regulations,  
3 Hospital shall make available to SJCEMSA upon the SJCEMSA's request, Hospital's  
4 records the SJCEMSA determines are necessary to monitor, assess, and evaluate  
5 Hospital's performance of its obligations under this Agreement.

6  
7 **6. Maintenance of Records.**

8 Hospital shall maintain patient care, revenue, and expenditure data relating to the  
9 services provided by Hospital under this Agreement during the term of this  
10 Agreement and for a period of seven (7) years from the termination of this  
11 Agreement or any legal or equitable claims, if any, have been resolved, whichever  
12 period is longer, or longer if otherwise required under other provisions of this  
13 Agreement. Such records shall be maintained in such a fashion as to be able to  
14 separately identify Stroke patients from all other patients.

15  
16 **7. Indemnification.**

17 Hospital shall exonerate, indemnify, defend, and hold harmless the San Joaquin  
18 County, its officers, agents and employees from and against any and all claims,  
19 demands, losses, damages, defense costs, or liability of any kind or nature which  
20 County may sustain or incur or which may be imposed upon it for injury to or death  
21 of persons, or damage to property as a result of, arising out of, or in any manner  
22 connected with Hospital, its officers, agents and employees performance under the  
23 terms of this Agreement, excepting any liability arising out of the intentional or  
24 negligent conduct of County. Such indemnification includes any damage to the  
25 person(s), or property(ies) of Hospital and third persons.

26  
27 **8. Insurance.**

28 Hospital shall maintain insurance coverage and limits as separately established by  
29 the San Joaquin County Board of Supervisors. In the event that ownership or  
30 governance structure of Hospital changes during the Agreement period, Hospital  
31 agrees to adhere to the insurance requirements specified in this section. Without

1 limiting Hospital's indemnification, Hospital shall procure and maintain for the  
2 duration of the Agreement, insurance against claims for injuries to persons or  
3 damages to property which may arise from or in connection with the performance of  
4 the Agreement by the Hospital, its agents, representatives or employees. County  
5 shall retain the right at any time to review the coverage, form, and amount of the  
6 insurance required hereby.

7  
8 **Verification of Coverage**

9 Hospital shall furnish SJCEMSA with certificates evidencing coverage as required  
10 below. Copies of required endorsements must be attached to the provided  
11 certificates. The County Risk Manager may approve self-insurance programs in lieu  
12 of required policies of insurance if, in the opinion of the Risk Manager, the interests  
13 of the County and the general public are adequately protected. All certificates,  
14 evidences of self-insurance, and additional insured endorsements are to be received  
15 and approved by the County prior to designation. SJCEMSA reserves the right to  
16 require that Hospital provide complete, copies of any policy of insurance including  
17 endorsements offered in compliance with these specifications.

18  
19 **Minimum Scope of Insurance**

20 Coverage shall be at least as broad as:

- 21 A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability  
22 occurrence coverage form CG 0001. Including, but not limited to  
23 Premises/Operations, Contractual, and Personal & Advertising Injury, without  
24 additional exclusions or limitations.
- 25 B. WORKERS' COMPENSATION: Statutory requirements of the State of California  
26 and Employer's Liability Insurance.
- 27 C. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance  
28 appropriate to the Hospital's profession.

29  
30 **Minimum Limits of Insurance**

31 Hospital shall maintain limits no less than:

1 A. General Liability shall be on an Occurrence basis (as opposed to Claims Made  
2 basis). Minimum limits and structure shall be:

3		
4	General Aggregate:	\$5,000,000
5	Personal & Adv. Injury:	\$1,000,000
6	Each Occurrence:	\$5,000,000
7	Fire Damage:	\$ 100,000

8 B. Workers' Compensation: Statutory.

9 C. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

10 D. Professional Liability, Malpractice or Errors and Omissions Liability: \$5,000,000  
11 per claim and aggregate.

12  
13 **Other Insurance Provisions**

14 The insurance policies required in this Agreement are to contain, or be endorsed to  
15 contain, as applicable, the following provisions:

16  
17 **All Policies:**

18 A. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a  
19 current A.M. Best's rating of no less than **A-VII**. The County Risk Manager may  
20 waive or alter this requirement, or accept self-insurance in lieu of any required policy  
21 of insurance if, in the opinion of the Risk Manager, the interests of the County and  
22 the general public are adequately protected.

23 B. **MAINTENANCE OF INSURANCE COVERAGE:** The Hospital shall maintain all  
24 insurance coverages or approved self-insurance program in place at all times and  
25 provide SJCEMSA with evidence of each policy's renewal ten (10) days in advance  
26 of its anniversary date. Each insurance policy required by this Agreement shall state  
27 that coverage shall not be canceled except after thirty (30) days' written notice for  
28 cancellation or non-renewal has been given to SJCEMSA. For non-payment of  
29 premium 10 days prior written notice of cancellation is required.



1 **Commercial General Liability:**

2 A. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials,  
3 employees, and volunteers are to be endorsed as additional insureds as respects:  
4 liability arising out of activities performed by or on behalf of the Hospital; premises  
5 owned, occupied or used by the Hospital. The coverage shall contain no endorsed  
6 limitations on the scope of protection afforded to the County, its officers, directors,  
7 officials, employees, or volunteers.

8  
9 B. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity  
10 coverage for the active negligence of the additional insured in any case where an  
11 agreement to indemnify the additional insured would be invalid under Subdivision (b)  
12 of Section 2782 of the Civil Code.

13 C. PRIMARY INSURANCE: For any claims related to this agreement, the  
14 Hospital's insurance coverage shall be endorsed to be primary insurance as  
15 respects the County, its officers, officials, employees and volunteers. Any insurance  
16 or self-insurance maintained by the County, its officers, directors, officials,  
17 employees, or volunteers shall be excess of the Hospital's insurance and shall not  
18 contribute with it.

19 D. SEVERABILITY OF INTEREST: The Hospital's insurance shall apply separately  
20 to each insured against whom claim is made or suit is brought, except with respect  
21 to the limits of the insurer's liability.

22 E. SUBCONTRACTORS: Hospital shall be responsible for the acts and omissions  
23 of all its subcontractors in regards to the Hospital's performance of this Agreement  
24 and shall require all its subcontractors to maintain adequate insurance.

25  
26 **Professional Liability:**

27 PROFESSIONAL LIABILITY PROVISION: Any professional, malpractice liability or  
28 errors and omissions policy hereunder shall apply to any claims, losses, liabilities, or  
29 damages, demands and actions arising out of or resulting from services provided  
30 under this Agreement.

1 **Workers' Compensation:**

2 **WORKERS' COMPENSATION WAIVER OF SUBROGATION:** The workers'  
3 compensation policy required hereunder shall be endorsed to state that the workers'  
4 compensation carrier waives its right of subrogation against the County, its officers,  
5 directors, officials, employees, agents or volunteers, which might arise by reason of  
6 payment under such policy in connection with performance under this Agreement by  
7 the Hospital.

8  
9 **Notification of Claim**

10 If any claim for damages is filed with Hospital or if any lawsuit is instituted against  
11 Hospital, that arise out of or are in any way connected with Hospital's performance  
12 under this Agreement and that in any way, directly or indirectly, contingently or  
13 otherwise, affect or might reasonably affect County, Hospital shall give prompt and  
14 timely notice thereof to SJCEMSA. Notice shall be deemed prompt and timely if  
15 given within thirty (30) days following the date of receipt of a claim or ten (10) days  
16 following the date of service of process of a lawsuit.

17  
18 **9. Nondiscrimination.**

19 Hospital shall comply with all applicable federal, state, and local laws and  
20 regulations including County equal opportunity requirements. Such laws include but  
21 are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended;  
22 Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections  
23 503 and 504); California Fair Employment and Housing Act (Government Code  
24 sections 12900 et seq.); California Labor Code sections 1101 and 1102. HOSPITAL  
25 will not discriminate against any subcontractor, employee, or applicant for  
26 employment because of age, race, color, national origin, ancestry, religion,  
27 sex/gender, sexual orientation, mental disability, physical disability, medical  
28 condition, political beliefs, organizational affiliations, or marital status in the  
29 recruitment, selection for training including apprenticeship, hiring, employment,  
30 utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will  
31 Hospital discriminate in the provision of services provided under this Agreement

1 because of age, race, color, national origin, ancestry, religion, sex/gender, sexual  
2 orientation, mental disability, physical disability, medical condition, political beliefs,  
3 organizational affiliations, or marital status.

4  
5 **10. Confidentiality.**

6 The parties agree to maintain the confidentiality of protected health information and  
7 records obtained in the course of providing services under this Agreement, in  
8 accordance with all applicable federal and state statutes and regulations and local  
9 ordinances. Such information shall be divulged only as provided by law. The  
10 SJCEMSA represents and warrants to Hospital that it is a "Health Oversight Agency"  
11 as that term is defined under the Health Insurance Portability and Accountability Act  
12 of 1996 (HIPAA) and, based upon such representation, the parties agree that  
13 SJCEMSA is a health oversight agency and that, a Business Associate Agreement  
14 is not necessary. Disclosure of any medical staff document to SJCEMSA shall not  
15 constitute a waiver by Hospital of the protections afforded by California Evidence  
16 Code Section 1157. If any disclosure of information contained in a medical staff  
17 committee document is sought from SJCEMSA by a third party, SJCEMSA shall  
18 notify Hospital and shall raise all applicable objections or defenses to the demand for  
19 disclosure.

20  
21 **11. Term.**

22 The term of this Agreement shall be for four (4) years. This Agreement shall begin  
23 November 1, 2023 and continue through October 31, 2027, unless terminated earlier  
24 or extended pursuant to the terms and conditions of this Agreement.

25  
26 **12. Fees.**

27 Hospital shall pay SJCEMSA an annual fee as established by the San Joaquin  
28 County Board of Supervisors fee schedule for the cost of monitoring Hospital's  
29 compliance with PSC Designation and the development of, and ongoing evaluation  
30 and refinement of the Stroke System of Care. The annual fee payments shall be  
31 made in full to SJCEMSA no later than October 31, 2023 and each October 31,

1 thereafter as the terms of the Agreement may be extended. The fee is not  
2 refundable in whole or in part.

3  
4 **13. Alteration of Agreement.**

5 No alteration, modification, or variation of the terms of this agreement shall be valid  
6 unless made in writing and signed by the parties hereto, and no oral understanding  
7 or agreement not incorporated herein shall be binding on the parties hereto.

8  
9 **14. Termination.**

10 **A. Termination without Cause.** SJCEMSA may terminate this Agreement without  
11 cause upon ninety (90) days written notice to Hospital. Hospital may terminate  
12 this Agreement without cause upon ninety (90) days written notice to SJCEMSA.

13 **B. Termination for Cause by SJCEMSA.** SJCEMSA may terminate this Agreement  
14 upon written notice to Hospital, subject to Hospital's opportunity to cure as set  
15 forth below, upon the occurrence of any one or more of the following events:

- 16 1) Any material breach of this Agreement by Hospital;
- 17 2) Any violation by Hospital of any applicable laws, regulations, local ordinances,  
18 or SJCEMSA policies and procedures;
- 19 3) Any failure by Hospital to provide timely surgical and non-surgical physician  
20 coverage for acute stroke patients, causing unnecessary risk of mortality  
21 and/or morbidity for an Acute Stroke Patient;
- 22 4) Submission by Hospital to SJCEMSA reports or information that Hospital  
23 knows or should know are incorrect in any material respect;
- 24 5) Loss or suspension of licensure as an acute care hospital, loss or suspension  
25 of any existing or future special permits issued by state or federal agencies  
26 necessary for the provision of the services provided by Hospital under the  
27 terms of this Agreement, or loss or suspension of accreditation by the Joint  
28 Commission or an equivalent accreditation body;
- 29 6) Loss or suspension of PSC certification by the Joint Commission;
- 30 7) Any failure to comply with a plan of correction imposed by the SJCEMSA;

- 1 8) Any failure to remedy any recurring malfunction, physician, nursing and other  
2 staff shortages, staff response delays, or facility problems of Hospital, which  
3 causes or contributes to Hospital's diversion of ambulances transporting  
4 acute stroke patients intended for Hospital; and  
5 9) Failure to submit specified reports, PSC Information System data, or other  
6 information required under this Agreement.

7 **C. Opportunity to Cure.** Prior to the exercise of SJCEMSA's right to terminate for  
8 cause, SJCEMSA shall give Hospital at least thirty (30) days written notice  
9 (hereinafter "Correction Period") specifying in reasonable detail the grounds for  
10 termination and all deficiencies requiring correction. SJCEMSA may shorten the  
11 Correction Period to immediate suspension if SJCEMSA determines that  
12 Hospital's action or inaction has seriously threatened, or will seriously threaten,  
13 public health and safety. If Hospital has not remedied each deficiency prior to  
14 the end of the Correction Period to the satisfaction of SJCEMSA, or SJCEMSA  
15 has not approved a plan of correction submitted by the Hospital within the  
16 Correction Period, SJCEMSA may terminate this Agreement upon written notice  
17 to Hospital, specifying the effective date of termination.  
18

19 **15. Contract Administrators.**

20 SJCEMSA Administrator or designee, and Hospital's Chief Executive Officer or  
21 designee, shall be the primary contacts for the purpose of the administration of this  
22 Agreement.  
23

24 **16. Notices.**

25 Any notice or notices required or permitted to be given pursuant to this Agreement  
26 may be personally served on the other party by giving the party such notice, or may  
27 be served by certified mail, postage prepaid, return receipt requested, to the  
28 following representatives at the addresses cited below:  
29

30 To Hospital: Terri Day, President  
31 Dameron Hospital

1 525 West Acacia Street

2 Stockton, CA 95206

3

4 To SJCEMSA: Jared Bagwell, EMS Administrator

5 San Joaquin County EMS Agency

6 P.O. Box 220

7 French Camp, CA 95231

8

9 **17. Assignment.**

10 Hospital shall not delegate its duties and responsibilities or assign its rights  
11 hereunder, or both, either in whole or in part, without the prior written consent of the  
12 SJCEMSA. This provision shall not be applicable to services agreements or  
13 contracts or similar arrangements usually and customarily entered into by medical  
14 facilities to obtain or arrange for professional medical services, administrative  
15 support, equipment, supplies or technical support.

16

17 **18. No Third Party Beneficiaries.**

18 The parties do not intend to confer and this Agreement shall not confer or be  
19 construed to confer any rights or benefits to any person, group, corporation, or entity  
20 other than the parties to this Agreement.

21

22 **19. Non Exclusivity.**

23 Nothing herein is intended nor shall be construed as creating any exclusive  
24 arrangement with Hospital. This Agreement shall not restrict SJCEMSA's ability to  
25 enter into Agreements with other entities to provide stroke care as a designated PSC  
26 as part of the San Joaquin County Emergency Medical Services System.

27

28

29 **20. Entire Agreement.**

30 This document represents the entire Agreement between the parties with respect to  
31 the subject matter hereof.

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**21. Waiver.**

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

County of San Joaquin

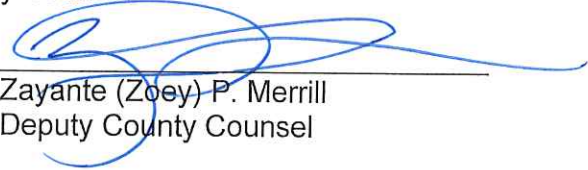
By:   
Jared Bagwell, EMS Administrator

Hospital

By:   
Terri Day, President

APPROVED AS TO FORM:

Edward J. Kiernan,  
County Counsel

By:   
Zayante (Zoey) P. Merrill  
Deputy County Counsel

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