



San Joaquin County

Emergency Medical Services Agency



Sent by U.S. mail and email

February 14, 2023

Kaiser Foundation Hospital Manteca
Attn: Aphriekah DuHaney-West, Chief Executive Officer
1777 West Yosemite Avenue
Manteca, CA 95337

Re: Continued Designation as Primary Stroke Center

Dear Ms. Aphriekah DuHaney-West,

San Joaquin County Emergency Medical Services Agency is pleased to inform you that the written agreement with Kaiser Foundation Hospital Manteca as a designated primary stroke center has been approved. The agreement term is February 1, 2023 through October 31, 2027.

An annual invoice for the specialty care designation monitoring fee will be issued beginning in October 2023 and every subsequent year through the term of the agreement.

Enclosed please find a fully executed original agreement for your records. If you or your staff have any questions, please contact me at (209) 468-6818.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Costa", written over a horizontal line.

Jeff Costa
EMS Critical Care Coordinator

cc via email: Adrienne Bunyard-Fallquist, Stroke Program Manager
Karen Descent, Chief Nursing Officer

Enclosure

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 Kaiser
5 Foundation Hospital Manteca, hereinafter called "Hospital," collectively hereinafter
6 called the "parties."

7
8 WITNESSETH:

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

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

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

22 (a) A general acute care hospital's consistent ability to provide on-call physicians
23 and services for all emergency patients regardless of ability to pay.

24 (b) The sufficiency of hospital procedures to ensure that all patients who come to
25 the emergency department are examined and evaluated to determine whether or
26 not an emergency condition exists.

27 (c) The hospital's compliance with local EMS protocols, guidelines, and transfer
28 agreement requirements (collectively, the required "Considerations"); and

29 Whereas Health and Safety Code, Division 2.5, Chapter 2, Section 1797.67
30 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 evidence 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
16 insurance 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 regard 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 and eight (8) months. This
23 Agreement shall begin February 1, 2023 and continue through October 31, 2027,
24 unless terminated earlier or extended pursuant to the terms and conditions of this
25 Agreement.
26

27 **12. Fees.**

28 Hospital shall pay SJCEMSA an annual fee as established by the San Joaquin
29 County Board of Supervisors fee schedule for the cost of monitoring Hospital's
30 compliance with PSC Designation and the development of, and ongoing evaluation
31 and refinement of the Stroke System of Care. A prorated agreement fee of

1 \$18,316.67 for the first eight (8) months of the agreement will be due on or before
2 January 31, 2023. The subsequent annual fee payments shall be made in full to
3 SJCEMSA no later than October 31, 2023, and each October 31, thereafter as the
4 terms of the Agreement may be extended. The fee is not refundable in whole or in
5 part.

6
7 **13. Alteration of Agreement.**

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

11
12 **14. Termination.**

13 **A. Termination without Cause.** SJCEMSA may terminate this Agreement without
14 cause upon ninety (90) days written notice to Hospital. Hospital may terminate
15 this Agreement without cause upon ninety (90) days written notice to SJCEMSA.

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

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

- 1 6) Loss or suspension of PSC certification by the Joint Commission;
2 7) Any failure to comply with a plan of correction imposed by the SJCEMSA;
3 8) Any failure to remedy any recurring malfunction, physician, nursing and other
4 staff shortages, staff response delays, or facility problems of Hospital, which
5 causes or contributes to Hospital's diversion of ambulances transporting
6 acute stroke patients intended for Hospital; and
7 9) Failure to submit specified reports, PSC Information System data, or other
8 information required under this Agreement.

9 **C. Opportunity to Cure.** Prior to the exercise of SJCEMSA's right to terminate for
10 cause, SJCEMSA shall give Hospital at least thirty (30) days written notice
11 (hereinafter "Correction Period") specifying in reasonable detail the grounds for
12 termination and all deficiencies requiring correction. SJCEMSA may shorten the
13 Correction Period to immediate suspension if SJCEMSA determines that
14 Hospital's action or inaction has seriously threatened, or will seriously threaten,
15 public health and safety. If Hospital has not remedied each deficiency prior to
16 the end of the Correction Period to the satisfaction of SJCEMSA, or SJCEMSA
17 has not approved a plan of correction submitted by the Hospital within the
18 Correction Period, SJCEMSA may terminate this Agreement upon written notice
19 to Hospital, specifying the effective date of termination.
20

21 **15. Contract Administrators.**

22 SJCEMSA Administrator or designee, and Hospital's Chief Executive Officer or
23 designee, shall be the primary contacts for the purpose of the administration of this
24 Agreement.
25

26 **16. Notices.**

27 Any notice or notices required or permitted to be given pursuant to this Agreement
28 may be personally served on the other party by giving the party such notice, or may
29 be served by certified mail, postage prepaid, return receipt requested, to the
30 following representatives at the addresses cited below:
31

1 To Hospital: Aphriekah DuHaney-West,
2 Chief Executive Officer
3 Kaiser Foundation Hospital Manteca
4 1777 West Yosemite Avenue
5 Manteca, CA 95337
6

7 To SJCEMSA: Jared Bagwell, EMS Administrator
8 San Joaquin County EMS Agency
9 P.O. Box 220
10 French Camp, CA 95231
11

12 **17. Assignment.**

13 Hospital shall not delegate its duties and responsibilities or assign its rights
14 hereunder, or both, either in whole or in part, without the prior written consent of the
15 SJCEMSA. This provision shall not be applicable to services agreements or
16 contracts or similar arrangements usually and customarily entered into by medical
17 facilities to obtain or arrange for professional medical services, administrative
18 support, equipment, supplies or technical support.
19

20 **18. No Third Party Beneficiaries.**

21 The parties do not intend to confer and this Agreement shall not confer or be
22 construed to confer any rights or benefits to any person, group, corporation, or entity
23 other than the parties to this Agreement.
24

25 **19. Non Exclusivity.**

26 Nothing herein is intended nor shall be construed as creating any exclusive
27 arrangement with Hospital. This Agreement shall not restrict SJCEMSA's ability to
28 enter into Agreements with other entities to provide stroke care as a designated PSC
29 as part of the San Joaquin County Emergency Medical Services System.
30
31

1 **20. Entire Agreement.**

2 This document represents the entire Agreement between the parties with respect to
3 the subject matter hereof.

4

5 **21. Waiver.**

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

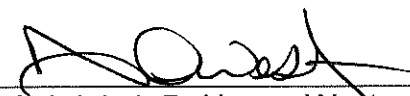
10
11 IN WITNESS WHEREOF, the parties have executed this Agreement the date first
12 written above:

13

County of San Joaquin

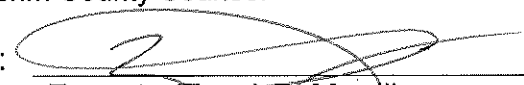
By: 
Jared Bagwell, EMS Administrator

Hospital

By: 
Aphriekah DuHaney-West
Chief Executive Officer

APPROVED AS TO FORM:

Kimberly D. Johnson
Interim County Counsel

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

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