

**ASSIGNMENT OF AGREEMENT CONCERNING
DESIGNATION AS A LEVEL II TRAUMA CENTER**


For value received, the Mountain Valley Emergency Medical Services Agency (“Assignor”) assigns, transfers, and conveys to the County of Stanislaus (“Assignee”), all of Assignor's right, title, and interest in, and the responsibility to perform all Assignor’s duties and obligations of, that certain contract between Assignor and Doctor’s Medical Center (“Contractor”), effective February 2, 2017 (the “Contract”). A copy of the Contract is attached as **Exhibit A** and incorporated by reference. The effective date and time of this assignment is July 1, 2022, at 12:00 a.m.


Assignor warrants that the Contract is in full force and effect and that no party is in breach of the Contract. Assignor further warrants that Assignor is in full compliance with all the terms and conditions of the Contract, that Assignor has the right to assign the Contract, and that Assignor has not assigned or encumbered all or any part of Assignor's rights under the Contract.

Assignee agrees to indemnify, defend, and hold Assignor harmless from any and all liabilities, claims, causes of action, or expenses with respect to the Contract to the extent relating to or caused by acts, events, omissions, or conditions arising after the date of this assignment. Assignor agrees to indemnify, defend, and hold assignee harmless from any and all liabilities, claims, causes of action, or expenses with respect to the Contract to the extent relating to or caused by acts, events, omissions, or conditions occurring on or prior to the date of this assignment.

COUNTY OF STANISLAUS


MOUNTAIN VALLEY EMERGENCY
MEDICAL SERVICES AGENCY


By:  6-23-22
Richard Murdock
Chief of Emergency Services

By:  6/28/22
Cindy Murdaugh
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  6-23-22
Lori K. Sicard
Deputy County Counsel

By: 
Derek P. Cole
General Counsel

ACKNOWLEDGEMENT

I, _____, acknowledge and consent to the assignment of the Contract from Assignor to Assignee on behalf of the Contractor.

By: _____

Title: _____

Exhibit A

ORIGINAL AGREEMENT - 02/02/2017 TO 12/31/2020
AGREEMENT BETWEEN MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY
AND
DOCTORS MEDICAL CENTER OF MODESTO, INC., dba DOCTORS MEDICAL CENTER
FOR DESIGNATION AS A
LEVEL II TRAUMA CENTER

THIS AMENDMENT TO AGREEMENT ("*Amendment*") is made effective January 1, 2021, by and between Mountain-Valley EMS Agency, hereinafter referred to as "Agency," and Doctors Medical Center of Modesto, Inc., dba Doctors Medical Center hereinafter referred to as "Hospital."

This Amendment modifies the Agreement between the parties dated February 2, 2017 (the "*Agreement*"). For good and valuable consideration, the parties agree that said Agreement is

1. Section 3. Term. The term of the Agreement is extended through December 31, 2023.

If there is any conflict or inconsistency between this Amendment and the Agreement, the provisions of this Amendment shall control. Except as otherwise amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, of the parties hereto have executed this AMENDMENT the day and year first above written.

Mountain-Valley EMS Agency

Doctors Medical Center of Modesto, Inc.

By:  _____
Lance Doyle

By:  _____
Warren Kirk

Title: Executive Director

Title: President/Chief Executive Officer

Date: 12-9-2020

Date: 11/10/20

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2. Designation

- a. Agency hereby designates, subject to conditions set forth in Agreement, Hospital as a Level II Trauma Center.
- b. Designation will continue and be contingent on the following:
 - i. Continued ability to meet Level II Trauma Standards as required by CCR, Title 22, Division 9 and The Committee on Trauma American College (ACS) of Surgeons.

3. Monitoring Fee

HOSPITAL agrees to pay AGENCY each year, for the term of this Agreement, an amount established by the AGENCY Board of Directors as an annual trauma system monitoring fee. The amount of this fee at the execution date of this agreement is One hundred thousand dollars (\$100,000).

One-fourth (0.25) of the annual fee will be paid on the first day of July, October, January, and April of each fiscal year.

4. Trauma Center Operations

HOSPITAL will provide trauma center services meeting the minimum standards for a Level II Trauma Center as described in AGENCY's Request for Proposals for designation of a Level II trauma center, dated May 1, 2003, which is made a part of this Agreement; and as described in HOSPITAL's Proposal for Designation as a Level II Trauma Center, dated June 24, 2003, submitted in response to said Request for Proposals for designation of a Level II trauma center which is also made a part of this Agreement; and as described in HOSPITAL's response to AGENCY's request for additional information based on review of said proposal, dated July 15, 2003, which is made a part of this Agreement; and as described in HOSPITAL's Trauma Designation Work plan, dated December 2, 2003, based on recommendations of AGENCY's trauma center site visit team, which is also made a part of this Agreement.

HOSPITAL shall notify AGENCY in writing, in advance when possible, of any change in any of the capabilities or resources, including personnel,

82 described in the HOSPITAL's Proposal. If advance notification is not
83 possible, HOSPITAL shall notify AGENCY immediately upon HOSPITAL
84 having knowledge of any changes in any of the listed capabilities and
85 resources, and in all instances follow-up written notification shall be
86 required as soon as possible, but no later than ten (10) days from the time
87 that HOSPITAL becomes aware of said changes.

88
89 AGENCY shall determine whether the change meets the minimum
90 standards stated in the RFP, or any later standards promulgated pursuant
91 to Section 23. If AGENCY determines that the change does not meet
92 these standards, AGENCY shall so notify HOSPITAL and HOSPITAL shall
93 have thirty (30) days to comply with the standard before AGENCY can
94 declare a breach of the contract under Section 24. Where AGENCY
95 determines that a change has resulted in an immediate threat to the public
96 health and safety, AGENCY may declare an immediate breach of the
97 contract.

98 **5. Agency Responsibilities**

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- 100
- 101 a. Provide medical direction to and review of components of the
- 102 prehospital Trauma System of Care services.
- 103
- 104 b. Evaluate protocols, policies, and procedures for the EMS system, in
- 105 compliance with the California Code of Regulations (CCR), Title 22,
- 106 Division 9, and make appropriate changes as necessary. Agency
- 107 shall notify Hospital Trauma Program Manager when Agency
- 108 desires to adopt, change or modify the protocols, policies and
- 109 procedures which make up the prehospital Trauma System of Care.
- 110 Prior to adopting any protocol, policy, and/or procedure or
- 111 amendment to same, Agency shall meet and confer with Hospital
- 112 about its effect on Hospital.
- 113
- 114 c. Maintain an advisory committee to monitor, evaluate and report on
- 115 the quality of the Trauma System of Care services.
- 116
- 117 d. Provide leadership for continuous quality improvement focusing on
- 118 optimizing the overall effectiveness of the Trauma System of Care
- 119 and its individual components through the development of
- 120 performance measurements and for the system function as a whole
- 121 (both process and outcomes measures) and by employing

122 continuous quality improvement strategies and collaboration with
123 stakeholders

124

125 **6. Hospital Responsibilities**

126

127 a. Maintain all services and personnel necessary to comply with the
128 standards set forth in the CCR, Title 22, Division 9.

129

130 b. Maintain all services and personnel necessary to comply with the
131 standards set forth in this Agreement and Standards set by The
132 Committee on Trauma American College of Surgeons (ACS) for
133 Level II Trauma Centers, and as subsequently amended or revised.

134

135 c. Hospital shall accept all Trauma patients regardless of patient's
136 ability to pay for medical care or hospitalization. This requirement
137 shall include, but is not limited to, unsponsored or medically
138 indigent patients; patients who are insured under Medicare or Medi-
139 Cal; other third party insurers; Covered California; or self-insurers.

140

141 d. Hospital shall assure no Trauma patient is transferred to another
142 hospital based in whole or in part on the financial status of a patient
143 or their ability to pay for care and services except as provided
144 below:

145

146 i. Patients who are members of health maintenance
147 organizations or managed care payers will be promptly
148 transferred to a hospital of that organization when such
149 transfer is deemed prudent and medically indicated by the
150 physician in charge of the patient's medical care in
151 consultation with a physician representing the health
152 maintenance organization.

153

154 e. Hospital shall notify the Agency, in writing, within twenty-four (24)
155 hours of becoming aware of any failure to meet the Trauma
156 Standards in this Agreement or Standards set by The Committee
157 on Trauma American College of Surgeons for Level II Trauma
158 Centers, and take corrective action within a reasonable period of
159 time determined by the Agency to correct the failure.

160

- 161 f. Hospital shall notify Agency immediately of any circumstance(s)
162 that will prevent Hospital from providing Trauma services.
163
- 164 g. Hospital shall comply with any Agency plan of correction, regarding
165 any identified breach of this Agreement, within a reasonable
166 timeline established by the Agency.
167
- 168 h. Hospital shall maintain a designated telephone number to facilitate
169 rapid access to an on-site physician for consultation with
170 community physicians and other providers regarding care and
171 transfer of Trauma patients.
172
- 173 i. Hospital shall actively and cooperatively participate as a member of
174 the Trauma Advisory Committee (TAC), and such other related
175 committees that may, from time to time, reasonably be named and
176 organized by the Agency in cooperation with, and subject to mutual
177 agreement of, Hospital and other Trauma Specialty Centers.
178
- 179 j. Hospital shall participate in web-based patient outcome reporting in
180 the Trauma Registry database
181
- 182 k. Hospital shall maintain a current Joint Commission Certification.
183
- 184 l. Hospital shall have a current Paramedic Base Hospital agreement
185 with Agency.
186
- 187 m. Abide by all pertinent Agency EMS Policies and Procedures and to
188 participate in the process by which those policies are created and
189 amended.
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191 **7. Financial Responsibility**

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193 Except as provided in Section 10 (Indemnification), Agency shall not be
194 liable for any costs or expenses incurred by Hospital to satisfy Hospital's
195 responsibilities under this Agreement, including any costs or expenses
196 incurred by Hospital for services provided to Trauma patients lacking the
197 ability to pay for services.
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8. Audits and Inspections

With the provision of at least thirty (30) calendar days written notice and to the extent permitted by law, duly authorized representatives of Agency shall have right of access during normal business hours to Hospital's non-privileged files and records relating to the services performed hereunder. Agency agrees to treat such files and records as confidential information subject to Section 16 (Confidentiality) of this Agreement, and shall not make copies or remove such files or records from Hospital's premises.

9. Entire Agreement; Changes and Amendments

This Agreement and the exhibits and references contained herein fully express all understandings of the parties concerning the matters covered herein. No addition to or alteration of the terms and conditions of this Agreement, and no verbal understanding of the parties, or their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement that is signed by all parties.

10. Termination for Cause

a. By Agency.

Agency may terminate this Agreement upon written notice to Hospital, subject to Hospital's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:

- i. Any material breach of this Agreement by Hospital;
- ii. Any violation by Hospital of any applicable laws, regulations, or local ordinances;
- iii. Any failure to provide timely trauma surgeon coverage for trauma patients, causing unnecessary risk of mortality and/or morbidity for the trauma patient;
- iv. Any failure to make available sufficient personnel and Hospital resources needed to provide the specialty care services required by CCR, Title 22, Division 9 or ACS;
- v. Gross misrepresentation or fraud;
- vi. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits required to perform Hospital's obligations hereunder;

240 vii. Repeated failure to submit specified reports, Trauma related
241 data, or other information required under this Agreement;
242 provided that such submission of data is clearly permitted by
243 law.
244

245 b. **By Hospital.** Hospital may terminate this Agreement upon written
246 notice to Agency, subject to opportunity to cure as set forth below,
247 upon the occurrence of any one or more of the following events:
248

249 i. Any material breach of this Agreement by Agency
250

251 **11. Termination without Cause**

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253 The Agency may terminate this Agreement without cause upon ninety (90)
254 days written notice to Hospital. Hospital may terminate this Agreement
255 without cause upon one hundred eighty (180) days written notice to the
256 Agency.
257

258 **12. Bypass or Diversion**

259
260 a. The Agency enforces a “No diversion or bypass” policy for all hospitals
261 within Stanislaus County except for the following unforeseen
262 circumstances:

- 263 i. Internal Disaster
264 ii. Inoperable CT scan
265 iii. Inoperative Cardiac Cath Lab
266

267
268 In the event Hospital meets one of the three criteria above, the Agency
269 Duty Officer must be contacted immediately and an Unusual Occurrence
270 Report (UOR) must be filed with the Agency within 24 hours of event.
271

272 **13. Opportunity to Cure**

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274 Prior to the exercise of the Agency’s right to terminate for cause, the
275 terminating party shall give the other party at least thirty (30) days written
276 notice (“correction period of the defined term”)specifying in reasonable
277 detail the grounds for termination and all deficiencies requiring correction,
278 and shall allow the other party the opportunity to cure. The Agency may
279 shorten the Correction Period to immediate suspension if the Agency

280 determines that Hospital's action or inaction has seriously threatened, or
281 will seriously threaten, public health and safety. If Hospital has not
282 remedied each deficiency prior to the end of the Correction Period to the
283 satisfaction of the Agency, or the Agency has not approved a plan of
284 correction within the Correction Period, the Agency may terminate this
285 Agreement upon written notice to Hospital, specifying the effective date of
286 termination. No opportunity to cure is required prior to the Agency's
287 termination of this Agreement for failure by Hospital to complete any plan
288 of correction imposed by the Agency.

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290 **14. Maintenance of Records**

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292 Hospital shall maintain patient care records as required by law. Such
293 records shall be maintained in such a fashion as to be able to separately
294 identify Trauma patients from all other patients.

295

296 **15. Reports, Evaluations and Research Studies**

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298 Hospital shall, as may be reasonably requested by the Agency, participate
299 in evaluations and/or research designed to show the effectiveness of the
300 Trauma Care System; and shall submit reports and materials on Trauma
301 services as reasonably requested by the Agency. These reports,
302 evaluations and studies shall be used by the Agency to analyze and
303 generate aggregate statistical reports on the Trauma Care system
304 performance.

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306 **16. Indemnification**

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308 Each party (the "Indemnifying Party") agrees to defend, indemnify, and
309 hold harmless the other party (the "Indemnified Party) and its directors,
310 trustees, members, shareholders, partners, officers, employees and
311 agents from and against any and all liability, loss, expense (including
312 reasonable attorneys' fees) or claims for injury or damages arising out of
313 the performance of this Agreement, but only in proportion to and to the
314 extent such liability, loss, expense or claim for injury or damages is
315 caused by or results from the negligent or intentional acts or omissions of
316 the Indemnifying Party or its directors, trustees, members, shareholders,
317 partners, officers, employees or agents.

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17. Insurance

- a. Hospital and Agency shall provide and maintain the following programs of insurance, as specified in this Agreement. Such insurance may include alternative risk management programs, including self-insurance or a combination of insurance and self-insurance, provided that such alternative risk management programs provide protection equivalent to that specified under this Agreement.

- b. During the term of this Agreement, Hospital and Agency shall each at all times maintain, each at its sole cost and expense, commercial general liability insurance with per occurrence limits of not less than Two Million Dollars (\$2,000,000.00) and annual aggregate limits not less than Four Million Dollars (\$4,000,000.00). Hospital and Agency shall each also arrange, each at its sole cost and expense, professional liability insurance, which includes coverage for each of their respective employees having limits of not less than Five Million Dollars (\$5,000,000.00) on a claims made basis and an annual aggregate limit of not less than Fifteen Million Dollars (\$15,000,000.00). The parties acknowledge and agree that physicians and other clinicians are not employees or agents of Hospital by virtue of being on Hospital's medical staff, and therefore such practitioners are not covered by Hospital's professional liability insurance.

- c. Any policy of insurance that Agency or Hospital is required to maintain pursuant to this section shall be reasonably acceptable to the other party provided that any such policy obtained from a company duly licensed to do business in the State of California and having a Standard and Poor's or A.M. Best rating of at least A (or an equivalent or comparable rating from another rating agency) shall be deemed acceptable. Agency and Hospital shall each provide to the other evidence of coverage required by this section within thirty (30) days after execution of this Agreement and at least annually thereafter or more frequently upon request.

359 d. Each Party shall maintain in full force and effect appropriate
360 workers' compensation protection and unemployment insurance
361 as required by law.
362

363 **18. Conflicts of Interest**

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365 Neither Hospital nor the Agency shall exert any direct or indirect influence
366 that would cause or contribute to the transport of Trauma patients to a
367 facility other than the closest Trauma Receiving Facility, except as
368 specifically authorized by Agency policies or procedures. Hospital and
369 Agency shall comply with all applicable federal, state, and local conflict of
370 interest laws and regulations.
371

372 **19. Compliance Obligations**

373
374 Agency represents that it read, understands, and shall abide by Tenet's
375 Standards of Conduct. The parties to this Agreement shall comply with
376 Tenet's Compliance Program and Tenet's policies and procedures related
377 to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark
378 Law. Tenet's Standards of Conduct, summary of Compliance Program,
379 and policies and procedures, including a summary of the Federal False
380 Claims Act and applicable state false claims laws (collectively "False
381 Claims Laws") with descriptions of penalties and whistleblower protections
382 pertaining to such laws, are available at:
383 <http://www.tenethealth.com/about/ethics-compliance>. Agency shall require
384 any employees providing services to Hospital to read the Standards of
385 Conduct and information concerning Tenet's Compliance Program and
386 abide by same. Further, the parties to this Agreement certify that they
387 shall not violate the Anti-Kickback Statute and Stark Law, and shall abide
388 by the Deficit Reduction Act of 2005, as applicable, in providing services
389 to Hospital. Hardcopies of any information shall be made available upon
390 request. Agency and any employees, if applicable, shall complete any
391 training required under Tenet's Compliance Program.
392

393 **20. Exclusion Lists Screening**

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395 Agency shall screen all of its current and prospective owners, legal
396 entities, officers, directors, employees, contractors, and agents ("Screened
397 Persons") against (a) the United States Department of Health and Human
398 Services/Office of Inspector General List of Excluded Individuals/Entities

399 (available through the Internet at <http://www.oig.hhs.gov>), (b) the General
400 Services Administration's System for Award Management (available
401 through the Internet at <http://www.sam.gov>), and (c) any applicable state
402 healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that
403 none of the Screened Persons are currently excluded, debarred,
404 suspended, or otherwise ineligible to participate in Federal healthcare
405 programs or in Federal procurement or non-procurement programs, or
406 have been convicted of a criminal offense that falls within the ambit of 42
407 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred,
408 suspended, or otherwise declared ineligible (each, an "Ineligible Person").
409 If, at any time during the term of this Agreement any Screened Person
410 becomes an Ineligible Person or proposed to be an Ineligible Person,
411 Agency shall immediately notify Hospital of the same. Screened Persons
412 shall not include any employee, contractor or agent who is not providing
413 services under this Agreement.
414

415 The parties shall comply with applicable federal, state, and local laws,
416 rules and regulations, and Agency policies and procedures in effect at the
417 inception of this Agreement or that become effective during the term of
418 this Agreement, pursuant to the provisions of this Agreement including,
419 but not limited to, facility and professional licensing, and/or certifications
420 laws and regulations, the Health Insurance Portability and Accountability
421 Act (HIPAA) of 1996 (42 U.S.C. section 1320d et seq.), and the
422 Emergency Medical Treatment and Active Labor Act (EMTALA) (42 U.S.C
423 section 1395dd).
424

425 **21. Nondiscrimination**

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427 Hospital shall comply with all applicable federal, state, and local laws
428 including Agency equal opportunity requirements. Such laws include but
429 are not limited to the following: Title VII of the Civil Rights Act of 1964 as
430 amended; Americans with Disabilities Act of 1990; The Rehabilitation Act
431 of 1973 (Sections 503 and 504); California Fair Employment and Housing
432 Act (Government Code sections 12900 et seq.); California Labor Code
433 sections 1101 and 1102. Hospital will not discriminate against any
434 subcontractor, employee, or applicant for employment because of age,
435 race, color, national origin, ancestry, religion, sex/gender, sexual
436 orientation, mental disability, physical disability, medical condition, political
437 beliefs, organizational affiliations, or marital status in the recruitment,
438 selection for training including apprenticeship, hiring, employment,

439 utilization, promotion, layoff, rates of pay other forms of compensation.
440 Nor will Hospital discriminate in the provision of services provided under
441 this Agreement because of age, race, color, national origin, ancestry,
442 religion, sex/gender, sexual orientation, mental disability, physical
443 disability, medical condition, political beliefs, organizational affiliations, or
444 marital status.

445
446 **22. Confidentiality**

447
448 The parties agree to maintain the confidentiality of all patient information
449 and records obtained in the course of providing services under this
450 Agreement, in accordance with all applicable federal and state statutes
451 and regulations and local ordinances. Such information shall be divulged
452 only as provided by law. The Agency represents that it is a “Health
453 Oversight Agency” under HIPAA and, therefore, a Business Associate
454 Agreement is not necessary. Nothing in this agreement shall require
455 Hospital to provide or disclose to Agency, or anyone else, the following:
456 (1) documents generated solely in anticipation of litigation, (2) privileged
457 documents, and (3) documents by, or for the use of, any medical staff
458 committee having the responsibility of evaluation and improvement of the
459 quality of care rendered in the hospital. | Disclosure of any medical staff
460 document to Agency shall not constitute a waiver by Hospital of the
461 protections afforded by California Evidence Code Section 1157 or any
462 other protections. If any disclosure of information contained in a medical
463 staff committee document is sought from the Agency by a third party, the
464 Agency shall notify Hospital and shall raise all applicable objections or
465 defenses to the demand for disclosure.

466
467 **23. Mutual Cooperation**

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469 It is agreed that mutual non-competition among the designated Trauma
470 Receiving Facilities, as well as their associated helicopter services, is vital
471 to providing optimal medical care under the Trauma Care System. In
472 furtherance of such cooperation, Hospital agrees to provide access to the
473 helipad, if any, located at Hospital to all helicopter services, to the extent
474 necessary to triage and/or transport Trauma patients to Hospital. Hospital
475 will not charge helicopter services for such landing privileges.

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Comment [g1]: We feel this is covered by the TJC Certification, and in Section 5.d of this Agreement

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24. Notices

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

To Hospital: Warren Kirk, CEO Doctor’s Medical Center, 1441 Florida Ave, Modesto, CA 95350

To Agency: Richard Murdock, Executive Director, Mountain-Valley EMS Agency, 1101 Standiford Ave, Suite D-4, Modesto CA 95350

25. Governing Law

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

26. Conformance with Rules and Regulations

Hospital shall comply with Trauma regulations issued by California State Emergency Medical Services Authority when and as applicable.

26. Ownership, Publication, Reproduction and Use of Material

Subject to the confidentiality provision of Section 21 herein, Agency and Hospital shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement. Hospital shall have the right to review and approve, comment on, or reject (i.e. identify as confidential and not subject to disclosure per Section 21 (Confidentiality) of this Agreement) any hospital specific data prior to public dissemination of the data, unless the data is otherwise deemed public information. Agency shall acknowledge Hospital’s contribution and Hospital shall acknowledge Agency’s contribution in any materials published or issued as a result of this Agreement unless either Agency or Hospital request not to be so

519 acknowledged or identified.

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521 **27. Assignment**

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523 Hospital shall not delegate its duties and responsibilities or assign its
524 rights hereunder, or both, either in whole or in part, without the prior
525 written consent of the Agency. This provision shall not be applicable to
526 service agreements or contracts or similar arrangements usually and
527 customarily entered into by medical facilities to obtain or arrange for
528 professional medical services, administrative support, equipment, supplies
529 or technical support.

530

531 **28. No Third Party Beneficiaries**

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533 The parties do not intend to confer and this Agreement shall not be
534 construed to confer any rights to any person, group, corporation, or entity
535 other than the parties.

536

537 **29. Severability**

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539 If any provision of this Agreement is found by a court of competent
540 jurisdiction to be void, invalid or unenforceable, the same will either be
541 reformed to comply with applicable law or stricken if not so conformable,
542 so as not to affect the validity or enforceability of this Agreement.

543

544 **30. Waiver**

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

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31. Surviving Obligations

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement, including but not limited to, the provisions concerning indemnification and confidentiality.

Doctors Medical Center of Modesto, Inc., dba Doctors Medical Center

BY _____

Name: Warren Kirk

Title: President/Chief Executive Officer

Date _____

Mountain-Valley EMS Agency

BY _____

Name: Richard Murdock

Title: Executive Director

Date _____