

Base Hospital Designation Agreement – Salinas
Valley Health Medical Center

DESIGNATION AGREEMENT FOR BASE HOSPITAL SERVICES BETWEEN
COUNTY OF MONTEREY EMERGENCY MEDICAL SERVICES
AND
SALINAS VALLEY HEALTH MEDICAL CENTER

This Base Hospital Designation Agreement (hereinafter "Agreement") is established by and between the County of Monterey Emergency Medical Services (EMS) Agency, a political subdivision of the State of California (hereinafter "County") and Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health (hereinafter "Hospital"), which maintains an acute-care hospital, Salinas Valley Health Medical Center, located at 450 E. Romie Lane; Salinas, CA 93901

RECITALS

WHEREAS, County has established an Emergency Medical Services (EMS) system pursuant to Division 2.5 of the California Health and Safety Code and has designated the County of Monterey Emergency Medical Services Agency as the local Emergency Medical Services Agency, hereinafter referred to as "EMS Agency" pursuant to Section 1797.200 of the Health and Safety Code;

WHEREAS, in the judgment of EMS Agency, a need exists for a base hospital to serve the EMS system in the County of Monterey;

WHEREAS, Hospital desires to act as a base hospital in the County of Monterey;

WHEREAS, Hospital has met all the requirements to functions as a Base Hospital;

WHEREAS by this Agreement, EMS Agency designates Hospital as a Base Hospital pursuant to Section 1798.100 et seq. of the Health and Safety Code and §100096.02 of the California Code of Regulations Title 22 Division 9.

NOW THEREFORE, County and Hospital agree that Hospital shall be a Base Hospital to provide medical control and direction to advanced life support (ALS) prehospital EMS personnel pursuant to the terms and conditions contained herein.

1. TERM OF AGREEMENT

The term of this Agreement shall be from the date of the last signature below to June 30, 2030. This Agreement shall expire at 11:59 p.m. on June 30, 2030, unless otherwise extended or terminated earlier in accordance with the provisions of Section 6 below.

2. COUNTY RESPONSIBILITIES

Base Hospital Designation Agreement – Salinas
Valley Health Medical Center

- To develop, implement, monitor, and evaluate on an ongoing basis the County of Monterey EMS system pursuant to applicable statutes, regulations, and EMS Agency Policies, Protocols, and Procedures.
- To develop, implement, and monitor EMS system Policies, Protocols, and Procedures.
- To develop, implement, and monitor compliance of prehospital procedures.
- To ensure the Hospital's compliance with all EMS Agency Policies, Protocols, and Procedures and all relevant state and federal regulations and statutes.
- To perform periodic announced site visits, to monitor contract performance and compliance or other specific requirements as determined by the County of Monterey EMS Agency. Site visits shall not unnecessarily interrupt Hospital's personnel or operations.

3. HOSPITAL RESPONSIBILITIES

Hospital shall perform the services described in EMS System Policy #5010-Advanced Life Support – Base Hospital Standards.

3.1 Compliance

Hospital shall comply with applicable Federal, State, and local rules and regulations, current and hereinafter enacted, including but not limited to guidelines promulgated by the State EMS Authority and EMS plans, as well as EMS Policies, Protocols, and Procedures legal requirements for patient transfers and medical screening exams, and applicable facility and professional licensing and certification laws. Hospital shall keep in effect all licenses, permits, notices, and certificates that are required for its operations.

3.2 Sanctioned Employee

Hospital agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the Federal Medicare and Medicaid programs. Hospital agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Hospital does employ such individual(s) or entity(ies), Hospital agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

3.3 Cooperation with County

Hospital shall cooperate with County and County staff in the performance of all work hereunder.

3.4 Performance Standard

Hospital shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Hospital's

Base Hospital Designation Agreement – Salinas
Valley Health Medical Center

profession. County has relied upon the professional ability and training of Hospital as a material inducement to enter into this Agreement. Hospital hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Hospital's work by County shall not operate as a waiver or release. If County determines that any of Hospital's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Hospital to meet with County to review the quality of the work and resolve matters of concern; (b) require Hospital to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 5 (Termination); or (d) pursue any and all other remedies at law or in equity.

4. ADMINISTRATION

The EMS Agency Director, or designee, shall administer this Agreement on behalf of County and EMS Agency. EMS Agency shall audit and inspect records, monitor Hospital's services, and provide technical guidance as required. Hospital's Chief Executive Officer or designee shall administer this Agreement on behalf of Hospital.

5. TERMINATION

5.1 Termination Without Cause

Either party may terminate this Agreement upon one-hundred and eighty (180) days written notice to the other party.

5.2 Termination for Cause

County 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 as determined by EMS Agency:

- Any material breach of this Agreement by Hospital.
- Any violation by Hospital of any applicable laws, regulations, or local ordinances.
- Submission by Hospital to EMS Agency reports or information that Hospital knows or should know is incorrect in any material respect.
- Loss or suspension of licensure as an acute-care hospital, loss, or suspension of any existing or future special permits issued by State or Federal agencies necessary for the provision of the services provided by Hospital under the terms of this Agreement.
- Any failure to comply with a plan of correction imposed by EMS Agency.
- Repeated failure to submit specified reports, data, or other information or participation required under this Agreement.

5.3 Opportunity to Cure

Base Hospital Designation Agreement – Salinas
Valley Health Medical Center

Prior to the exercise of County's right to terminate for cause, County shall give Hospital at least 30 calendar days' written notice (hereinafter "Correction Period"), specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. County may shorten the Correction Period to no less than 7 calendar days if County determines that Hospital's action or inaction has seriously threatened or will seriously threaten public health and safety. If Hospital has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of County, or County has not approved a plan of correction within the Correction Period, County may terminate this Agreement upon written notice to Hospital, specifying the effective date of termination. No opportunity to cure is required prior to County's termination of this Agreement for failure by Hospital to complete any plan of correction imposed by County.

5.4 Obligations After Termination

The following sections shall remain in full force and effect after termination of this Agreement: (1) Section 6.1 (Records Maintenance), (2) Section 6.2 (Right to Audit, Inspect, and Copy Records), (3) Section 7 (Indemnification), (4) Section 11 (Confidentiality), and (5) Section 15.5 (Applicable Law and Forum).

5.5 Authority to Terminate

The EMS Agency has the authority to terminate this Agreement on behalf of County. In addition, the EMS Agency Director in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

6. RECORDS

6.1 Records Maintenance

Hospital shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Agreement and shall make such documents and records available to EMS Agency when necessary for compliance with Section 6.2, below, and Section 3.4, above. Hospital shall maintain such records for a period of 7 years following completion of work hereunder.

6.2 Right to Audit, Inspect, and Copy Records

Hospital agrees to permit EMS Agency and any authorized State or Federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Hospital under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Hospital shall supply copies of all such records to EMS Agency. In those situations, required by applicable law(s), Hospital agrees to obtain necessary releases to permit EMS Agency, governmental agencies, or accrediting agencies to access patient medical records.

Base Hospital Designation Agreement – Salinas
Valley Health Medical Center

6.3 Ownership of Information

Patient statistical information and other data furnished to EMS Agency pursuant to this Agreement shall be the property of EMS Agency.

6.4 Data and Reports

Hospital shall submit reports and participate in a health data exchange as requested by EMS Agency in a format and frequency to be determined by EMS Agency as necessary for quality improvement and evaluation of the County of Monterey EMS System. Hospital shall also participate in the EMS System QI Program by maintaining a QI plan and providing reports to the EMS Agency in a format and frequency to be determined by EMS Agency.

7. INDEMNIFICATION

Hospital agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Hospital, that arise out of, pertain to, or relate to Hospital's performance or obligations under this Agreement. Hospital agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Hospital's performance or obligations under this Agreement. Hospital's obligations under this Article apply whether there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Hospital's expense, subject to Hospital's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Hospital or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE COVERAGE REQUIREMENTS

Without limiting Hospital's duty to indemnify, Hospital shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence, and \$4,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not

Base Hospital Designation Agreement – Salinas
Valley Health Medical Center

applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

- Auto Liability Coverage: must include motor vehicles, including scheduled, non- owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence. *(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*
- Workers' Compensation Insurance: if Hospital employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease. *(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*
- Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Hospital shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement. *(Note: Professional liability insurance coverage is required if the Hospital is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*
- Medical Malpractice Insurance Requirement: The Contractor shall procure and maintain, at its sole expense, medical malpractice insurance with coverage limits of not less than \$2,000,000 per occurrence and \$4,000,000 in aggregate.
- Cyber Security Insurance coverage: Contractor shall procure and maintain at it's sole expense, Cyber Security liability coverage with a limit of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate for the duration of the contract. The policy shall provide coverage for, but not be limited to:

Base Hospital Designation Agreement – Salinas
Valley Health Medical Center

- Data breaches, including notification costs, credit monitoring, and regulatory fines or penalties.
- Network security failures, including data theft, business interruption, and cyber extortion.
- Liability arising from unauthorized access, transmission of malicious code, or system failures.
- Costs associated with forensic investigation, legal expenses, and public relations efforts in response to a cyber incident.
- Privacy liability, including liability from the collection, use, and management of personally identifiable information (PII) and protected health information (PHI).

Prior to the execution of this Agreement by the County, Hospital shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Hospital has in effect the insurance required by this Agreement. Hospital shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. Hospital shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify Hospital and Hospital shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Hospital to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

9. CONFLICT OF INTEREST

Hospital covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under State law or that would otherwise conflict in any manner or degree with the performance of its services hereunder.

10. NONDISCRIMINATION

Without limiting any other provision hereunder, Hospital shall comply with all applicable Federal, State, and local laws, rules, and regulations regarding nondiscrimination in patient care because of race, color, ancestry, national origin, religion, sex, gender, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation County's Nondiscrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11. CONFIDENTIALITY

Base Hospital Designation Agreement – Salinas
Valley Health Medical Center

The parties understand and agree to maintain the confidentiality of all patient information and records obtained while providing services under this Agreement in accordance with all applicable Federal and State statutes and regulations and local ordinances, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder, which shall not be released to any third party except as required by law. This Article shall survive termination of this Agreement.

12. IMPLEMENTATION OF FEES

County reserves the right to implement fees to any applicant seeking initial designation and continuing designation as a Base Hospital within the County of Monterey in accordance with the Emergency Medical Services Act, Health and Safety Code 1797 et seq. The amount of the fee, frequency and form of payment shall be approved by the County of Monterey Board of Supervisors before being implemented.

A continuing designation fee that shall be based on the total cost associated with ongoing EMS system planning, quality improvement, and oversight activities incurred by the EMS Agency divided equally by the number of hospitals designated as Base Hospitals in the County of Monterey

13. ASSIGNMENT

Hospital shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of EMS Agency, and no such transfer shall be of any force or effect whatsoever unless and until EMS Agency shall have so consented.

14. RELATIONSHIP OF PARTIES

Operation of the facility or facilities utilized in the provision of the services described herein shall be the responsibility of Hospital. The parties intend that Hospital, as well as its officers, agents, employees, and subcontractors, including its professional and non-professional staff, in performing the services specified herein, shall act as an independent contractor, and shall control the work and the way the work is performed. Hospital is not to be considered an agent or employee of County or EMS Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits that County or EMS Agency provides its employees. If County exercises its right to terminate this Agreement pursuant to Article 5 (Termination), Hospital expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

15. MISCELLANEOUS PROVISIONS

15.1 No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any

Base Hospital Designation Agreement – Salinas
Valley Health Medical Center

subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Hospital and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Hospital and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought to and tried in Salinas or the forum nearest to the city of Salinas in the County of Monterey.

15.6 Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by County.

15.7 Survival of Terms

Base Hospital Designation Agreement – Salinas Valley Health Medical Center

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

16. NOTICES

All notices shall be made in writing and shall be given by personal delivery, U.S. mail, courier service, or email. Notices be addressed as follows:

County: County of Monterey EMS Agency
1441 Schilling Place, Salinas 93901
831-755-5013
emsadmin@countyofmonterey.gov

Hospital: Salinas Valley Health
Attn: Office of the President/CEO
450 E. Romie Lane
Salinas, CA 93901

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the sender has a written confirmation transmission of the email; and (2) the email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth below their respective signatures.

COUNTY OF MONTEREY

HOSPITAL

By: _____
EMS Director

Salinas Valley Memorial Healthcare District
on behalf of its Salinas Valley Health
Medical Center

Date: _____

Hospital Name*

By: _____
Department Head (if applicable)



Date: _____

By: _____
(Signature of Chair, President, or

Base Hospital Designation Agreement – Salinas
Valley Health Medical Center

Approved as to Form and Liability Provisions

By:

DocuSigned by:
Anne Breerton
A46004E5DE63489...
County Counsel

Date:

1/27/2026 | 12:52 PM PST

Approved as to Fiscal Provisions

By:

DocuSigned by:
Patricia Ruiz
E79FF64E57454F6...
Auditor/Controller

Date:

1/29/2026 | 8:19 AM PST

Vice-President) *

Allen Radner, MD President / CEO
Name and Title

Date:

12/18/2025

By:

[Signature]
(Signature of President, Secretary, Asst.
Secretary, CFO, Treasurer or Asst.
Treasurer) *

Carla Spencer | Chief Nursing Officer
Name and Title

Date:

12/18/2025