

**Memorandum of
Understanding
Between the
County of Monterey
and the
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**

This Memorandum of Understanding (MOU) is between the County of Monterey, 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 “SVH”).

1.0 Background:

The County of Monterey Health Department (MCHD) Public Health Bureau’s Hospital Preparedness Program (HPP) focuses on integrating public health and health care through achieving predetermined capabilities. These capabilities include incident management and coordination, information management, patient movement and distribution, workforce, resources, operational continuity, specialty care and community integration. Education, training, and exercises are major mechanisms of achieving these capabilities. The program is grant-funded by the Administration of Strategic Preparedness and Response (ASPR). California Department of Public Health (CDPH) receives federal guidance, budgets, and workplans from ASPR and administers the grant to local health jurisdictions.

In 2002, the Monterey County HPP Committee was established by local hospitals with representatives from Community Hospital of the Monterey Peninsula (CHOMP), Salinas Valley Health (formerly known as Salinas Valley Memorial Healthcare System), Mee Memorial Healthcare System (formerly known as Southern Monterey County Memorial Hospital), and Natividad (formerly known as Natividad Medical Center). Since then, Clinica de Salud del Valle de Salinas, Doctors on Duty, MCHD Clinic Services Bureau (CSB), and MCHD Public Health Bureau (PHB) joined the committee. As of August 31, 2007, PHB serves as the fiscal agent for the HPP Committee (now known as the Monterey-San Benito Healthcare Preparedness Coalition) and the HPP grant. MCHD’s HPP Coalition Coordinator works with healthcare stakeholders to identify the needs of the hospitals and clinics, approves purchases of necessary equipment, and recommends special training and/or exercises to ensure preparedness and surge capacity in the event of a catastrophic emergency occurring in Monterey County.

The purpose of this MOU is to satisfy the CDPH HPP grant guidance to establish an audit system for the purchase, dissemination, and tracking of equipment and the use of funds for educational materials, training, and exercise. Coordinated tracking of grant purchases and inventory may reduce audit findings. In addition, the MOU serves to define the roles and responsibilities of each party.

2.0 HPP Grant Requirements and Guidance:

Unless otherwise stipulated in this MOU, all equipment and property that is purchased and reimbursed with grant funds or is furnished directly by CDPH or COUNTY under the terms of this MOU shall be considered STATE equipment and the property of CDPH.

CDPH and COUNTY require reporting, tagging, and annual inventory of all equipment and or property that is furnished by CDPH and COUNTY or purchased and reimbursed with grant funds.

SVH shall maintain and administer a sound business program for ensuring proper use, maintenance, repair, protection, insurance, and preservation of State equipment and property.

In administering this provision, CDPH and COUNTY may require SVH to repair or replace, to CDPH and COUNTY'S satisfaction, any damaged, lost, or stolen State equipment and/or property. At CDPH or COUNTY direction, SVH shall be required to file a theft report with the appropriate law enforcement agency or the California Highway Patrol, and the COUNTY HPPCOORDINATOR shall promptly submit one copy of the theft report to the CDPH.

3.0 Procurement Rules:

Procurement rules apply to all agreements in which equipment, property, commodities, and/or supplies are furnished by CDPH, COUNTY, or expenses for said items reimbursed with state or local funds. SVH staff will submit a request for an item. Based on available funds, the COUNTY HPP Coordinator will assess the eligibility of the item per CDPH guidelines provided to the coordinators and in coordination with the CDPH Project Officer. The "What's Allowable Matrix" is updated annually by CDPH. For items not listed, the COUNTY HPP Coordinator will contact the CDPH Project Officer for final decisions.

4.0 Equipment Definitions:

Wherever the terms equipment or property are used, the following definitions shall apply:

- 1. Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this MOU. All assets will receive a numbered GREEN tag showing ownership by the COUNTY HPP with an assigned asset number. These items will be reported to CDPH on an annual basis, per grant guidance by the COUNTY HPP COORDINATOR.
- 2. Minor equipment/property:** A tangible or intangible item having a base unit cost of **less than \$5000** with a life expectancy of one (1) year or more and is either furnished by CDPH. All assets will receive a numbered GREEN tag showing ownership by the COUNTY HPP with an assigned asset number.

5.0 Term:

MOU will become effective upon execution, through June 30, 2031. This MOU may be amended in writing by both parties. Either party may terminate this MOU with a thirty (30) day advance written notice. Any modifications to the MOU must be agreed to

mutually in writing.

6.0 Notices:

Notices to the parties in connection with this MOU shall be given by email as follows:

County of Monterey Health Department	Salinas Valley Health
ATTN: Edward Moreno, MD, MPH	ATTN: Jeff Wardwell
Director of Public Health and Health Officer	Vice President of Emergency Management, Safety, & Security
(831) 755-4585	(831) 759-1813
morenoel@countyofmonterey.gov	jwardwell@salinasvalleyhealth.com

7.0 COUNTY Responsibilities:

- Develop annual HPP deliverables as per CDPH guidelines.
- Purchase and disseminate equipment, which includes inventory control (labeling equipment).
- Provide oversight and reimbursement for activities and purchases made using HPP funds.
- Purchase educational materials.
- Fund, organize, and implement training and/or exercises for HPP.
- Provide reimbursement for travel and training expenses to local, state, and regional exercises related to HPP.
- Report directly to the State HPP Project Officer on all expenditures of HPP funds, as requested, and progress on all grant-funded activities, including SVH deliverables.
- Expended HPP funds in accordance with the annual HPP “What’s Allowable Matrix (WAM)” (updated annually by CDPH).

8.0 SVH Responsibilities:

- Meet annual HPP deliverables, which will be identified annually in conjunction with the HPP grant applications.
- Submit requests to COUNTY HPP COORDINATOR for trainings and purchases. All expenditures must be incurred before the end of the current grant year. Grant years follow the fiscal year, from July 1 through June 30.
- If necessary, coordinate installation of equipment.
- Maintain all equipment and supplies purchased using HPP funds, which may include repair, maintenance in accordance with manufacturer's guidance, and disposal after expiration.
- Submit an annual inventory of HPP equipment and supplies and allow for visual inspection of storage areas by the COUNTY HPP Coordinator before the end of each grant year using the approved form. A copy of all equipment inspection/preventive maintenance records should be provided at the time of inspection.
- Obtain prior approval from the COUNTY HPP Coordinator for local, state, and regional travel and training exercises and provide receipts for all related expenses to

COUNTY. Travel reimbursement will be based on the current Federal per diem rate.

- Obtain prior approval for activities and purchases to be made using HPP funds. Provide all associated receipts, purchases, and documentation to the COUNTY HPP Coordinator for reimbursement.
- Attend 75 percent of HPP Committee meetings either in-person or virtually.
- Participate in all stages of the Medical Response and Surge Exercise (MRSE) and submit an After-Action Report (AAR) within 90 days of the exercise in a format approved by HPP.
- Participate in any other exercises required of healthcare coalitions by the CDPH Center for Preparedness and Response (CPR).
- Participate in 75 percent of 800 MHz Medical Disaster Communication System (MDCS) radio drills.
- Maintain disaster facility contacts by providing to the COUNTY an updated disaster contacts list for SVH in the approved format by the end of each grant year. The contact list should include 24/7 contact information.
- Submit Hazard Vulnerability Analysis (HVA) to COUNTY by the end of each grant year.
- Maintain NIMS/SEMS compliance. Submit roster of training, exercises, drills, or copies of certificates as proof of compliance to COUNTY by the end of each grant year.
- Participate in 100 percent of CDPH and COUNTY hospital bed availability (HavBed) drills and polls.
- Maintain decontamination capabilities, which include adequate and maintained equipment and trained staff. Haz-Mat team training (or real event) participant sign-in sheets are due to the COUNTY HPP Coordinator on or before the end of each grant year.
- Provide a roster of all trained staff and level of training (FRA, FRO, Technician, or specialist) to the COUNTY by the end of each fiscal year.

9.0 Mutual Indemnification:

County hereby agrees to indemnify, defend, and save harmless SVH and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by COUNTY or COUNTY's officers, agents, and employees in connections with the performance of this MOU.

- 9.1** SVH hereby agrees to indemnify, defend, and save harmless COUNTY and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by SVH or SVH's officers, agents, and employees in connections with the performance of this MOU.

9.2 Both parties are responsible for providing proof of insurance or self-insurance for: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability. Both parties shall list the other as the certificate holder as follows:

County of Monterey
1488 Schilling Place
Salinas, CA 93901

Salinas Valley Health
450 East Romie Lane
Salinas, CA 93901

10.0 Fiscal Provisions:

There is no exchange of funds between parties associated with this MOU. If SVH needs to purchase an item that requires reimbursement, prior purchase approval is required by the COUNTY HPP Coordinator. SVH will be required to submit an invoice to the COUNTY HPP Coordinator, and reimbursement will be processed as an accounts payable item.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this MOU as of the day and year written below.

COUNTY OF MONTEREY

Salinas Valley Health

By: _____
Chief Contracts & Procurement Officer

By: Clement Miller
Clement Miller (May 28, 2026 10:49:29 PDT)

Date: _____

Title: Clement Miller, COO

By: _____
Elsa Mendoza Jimenez, Director of Health Services

Date: 05/28/2026

Date: _____

Signature: 

Email: jwardwell@salinasvalleyhealth.com

Approved as to Form

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

County Board of Supervisors' Agreement No _____ approved on _____

***INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profits corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute the Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.**

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required