

**Memorandum of Agreement
Between the
County of Monterey Health Department and
Southern Monterey County Memorial Hospital**

This Memorandum of Agreement (AGREEMENT) is between the County of Monterey, a political subdivision of the State of California (hereinafter “COUNTY”), and Southern Monterey County Memorial Hospital dba **Mee Memorial Healthcare System** (hereinafter “**MEE MEMORIAL**”).

1.0 Background

Hospital Preparedness Program

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 interoperable communication systems, a bed tracking system, a medical volunteer registration system, fatality management, and hospital evacuation. Education, trainings and exercises are major mechanisms of achieving these capabilities. The program is grant funded by the Administration for 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 County of Monterey HPP Committee was established locally with representatives from Community Hospital of the Monterey Peninsula, Salinas Valley Memorial Healthcare System (now known as Salinas Valley Health), George L. Mee Memorial Hospital (now known as Southern Monterey County Memorial Hospital dba Mee Memorial Healthcare System), and Natividad Medical Center (now known as Natividad). Since then, Clinica de Salud del Valle de Salinas, Doctors on Duty, County of Monterey Health Department (MCHD) Clinic Services Bureau and MCHD Public Health Bureau (PHB) joined the Committee. As of August 31, 2007, PHB serves as the fiscal agent for the HPP Committee and HPP grant. The Committee identifies the needs of the hospitals and clinics, approves purchases of necessary equipment and recommends special trainings and/or exercises to ensure preparedness and surge capacity in the event of a catastrophic emergency occurring in Monterey County.

The purpose of this Agreement is to satisfy 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, trainings and exercises. Coordinated tracking of grant purchases and inventory may reduce audit findings. In addition, this Agreement serves to define roles and responsibilities of each party.

2.0 HPP Grant Requirements and Guidance

Unless otherwise stipulated in this agreement, 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 agreement shall be considered state equipment and the property of CDPH.

CDPH and COUNTY require reporting, tagging and annual inventorying of all equipment and or property that is furnished by CDPH and COUNTY or purchased and reimbursed with funds provided through this agreement.

MEE MEMORIAL shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and property.

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

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 are reimbursed with state or federal funds. MEE MEMORIAL staff will submit a request for an item. Based on available funds, COUNTY HPP Coordinator will assess eligibility of item per CDPH guidelines provided to program coordinators and in coordination with CDPH Project Officer. The "What's Allowable Matrix" is updated annually by CDPH. For items not listed, COUNTY HPP Coordinator will contact 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 **\$5,000.00 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 Agreement. All assets will receive a numbered GREEN tag showing ownership by the COUNTY HPP with assigned asset number. These items will be reported to CDPH on an annual basis per grant guidance.
- (2) **Minor equipment/property:** A tangible or intangible item having a base unit cost of **less than \$5,000.00** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this AGREEMENT. All assets of will receive a numbered GREEN tag showing ownership by the COUNTY HPP with assigned asset number.

5.0 Term

This AGREEMENT is effective as of **April 1, 2025, through March 31, 2028**. Either party, upon 30 days written notice to the other, may cancel this AGREEMENT at any time. Any modifications to the AGREEMENT must be agreed to mutually in writing.

6.0 Notices

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

Health Department
Edward Moreno, MD, MPH,
Director of Public Health and Health
Officer
1270 Natividad Road
Salinas, CA 93906
Telephone: (831) 755-4585
E-mail:
morenoel@countyofmonterey.gov

Southern Monterey County Memorial
Hospital dba
Mee Memorial Healthcare System
Carrie Olcott
300 Canal Street
King City, CA 93930
Telephone: (831) 385-6000
E-mail: colcott@meememorial.com

7.0 COUNTY Responsibilities

- Develop annual HPP deliverables per CDPH guidance.
- Purchase and disseminate equipment, which includes inventory control (labeling equipment) or provide payment to MEE MEMORIAL for meeting annual HPP deliverables upon receipt of certified invoice(s).
- Provide oversight and reimbursement for activities and purchases made using HPP funds.
- Purchase educational materials.
- Fund, organize and implement trainings 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 all expenditures of HPP funds, as requested, and progress on all grant-funded activities, including MEE MEMORIAL deliverables.

8.0 MEE MMORIAL Responsibilities

- Meet annual HPP deliverables and invoice the COUNTY to receive funds designated for MEE MEMORIAL; deliverables will be identified annually in conjunction with the HPP grant applications.
- Expend HPP funds in accordance with annual HPP “What’s Allowable Matrix (WAM)” guidance available upon request from COUNTY HPP Coordinator (updated annually by CDPH).
- Report expenditures incurred eligible for HPP funds in writing to the COUNTY HPP Coordinator annually. All expenditures must be incurred prior to the end of 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 manufactures 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 (June 30) using approved form. A copy of all equipment inspection/preventative maintenance records should be provided at 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 and 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 four stages of the Statewide Medical Health Exercise (SWMHE) and submit an After-Action Report (AAR) within 90 days of the exercise in format approved by HPP.

- 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 COUNTY.
- Participate in any other exercises required of healthcare coalitions by the CDPH Center for Preparedness and Response (CPR).
- Participate in 75% of 800 MHz Medical Disaster Communication System (MDCS) radio drills.
- Maintain facility disaster contacts by providing to COUNTY an updated disaster contacts list for MEE MEMORIAL in the approved format by the end of each grant year (June 30). Contact list should include 24/7 contact information.
- Submit Hazard Vulnerability Analysis (HVA) to COUNTY by the end of each grant year (June 30).
- 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 (June 30).
- Participate in 100% 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 COUNTY HPP Coordinator on or before end of each fiscal year (June 30).
- Provide a roster of all trained staff and level of training (FRA, FRO, Technician or Specialist) to COUNTY by the end of each fiscal year, June 30.

9.0 Mutual Indemnification

COUNTY hereby agrees to indemnify, defend, and save harmless MEE MEMORIAL 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 connection with the performance of this AGREEMENT.

MEE MEMORIAL 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 MEE MEMORIAL officers, agents and employees in connection with the performance of this AGREEMENT.

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

Southern Monterey
County Memorial
Hospital dba Mee
Memorial Healthcare
System
300 Canal St.
King City, CA 93930

10.0 Fiscal Provisions:

There is no exchange of funds between parties associated with this AGREEMENT. In the event that MEE MEMORIAL purchases an item that requires reimbursement, prior approval of the purchase by the COUNTY HPP Coordinator is required. MEE MEMORIAL will be required to submit an invoice to COUNTY HPP Coordinator and reimbursement will be processed as an Accounts Payable item.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by the authority as follows.

County of Monterey

Southern Monterey County Memorial Hospital dba Mee Memorial Healthcare System

By: _____
Contracts/Purchasing Office

Date: _____

By: _____
Elsa M. Jimenez – Director of Health Services

Date: _____

By: Rena Salamacha
Rena Salamacha, CEO

Digitally signed by Rena Salamacha
DN: cn=Rena Salamacha, o=Mee Memorial
Healthcare System, ou,
email=rsalamacha@meehospital.com, c=US
Date: 2025.02.12 08:38:42 -08'00'

Date: 2/12/2025

By: Rena Salamacha

Date: _____

Approved as to Content:

By: Edward Moreno
Edward L. Moreno, MD, MPH, Health Officer and Director of Public Health

Date: 2/20/2025 | 11:29 AM PST

Approve as to Form:

By: Kevin Serrano
Deputy County Counsel

Date: 2/20/2025 | 9:45 AM PST

Approve as to Fiscal Provisions:

By: Patricia Ruiz
Auditor-Controller

Date: 2/20/2025 | 11:24 AM PST

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____