

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

711



FROM: Community Health Agency / Department of Public Health

SUBMITTAL DATE:

May 6, 2009

SUBJECT: Ratify the Agreement between the Riverside County Department of Public Health (DOPH) and the National Association of County and City Health Officials (NACCHO) for the Medical Reserve Corps Grant.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the Agreement between the Riverside County Department of Public Health/Public Health Emergency Preparedness and Response (DOPH/PHEPR) and the National Association of County and City Health Officials (NACCHO) from January 1, 2009 - July 31, 2009 in the amount of \$10,000; and
- 2) Authorize the Chairperson to sign four (4) originals of said Agreement on behalf of the County and sign four (4) originals of the Certification of Non-Debarment or Suspension.

(continued on page 2)

KS:pb

Susan D. Harrington

 Susan Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$10,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09

SOURCE OF FUNDS: 100% funded by National Association of County and City Health Officials.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY: *Debra Courmoyer*
 Debra Courmoyer

FORM APPROVED BY COUNTY COUNSEL
 BY: *NEAL R. KIPNIS* DATE _____
 Departmental Concurrence

Policy
 Consent
 Policy
 Consent

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.:

District: All
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Agenda Number:

3.14

SUBJECT: Ratify the Agreement between the Riverside County Department of Public Health (DOPH) and the National Association of County and City Health Officials (NACCHO) for the Medical Reserve Corps Grant.

BACKGROUND: In May 2008, Riverside County was designated to be a new Medical Reserve Corps (MRC) unit by the Office of the United States Surgeon General. MRC units are community-based and function as a way to locally organize and utilize medical and non-medical volunteers who want to donate their time and expertise to prepare for and respond to emergencies. The MRC operates as federal response and will function under the direction of the Public Health Emergency Preparedness and Response Branch.

The MRC for Riverside County has been awarded funding to enhance efforts in recruiting medical volunteers for emergency preparedness and response. The award will be used to build the program through recruitments; materials and supplies (bookmarks, pencils, promotional items); printing and reproduction (flyers, mail outs); and equipment (presentation display, canopy). The development of the MRC for Riverside County enhances the ability of the medical/health community to respond to emergencies Countywide.

FINANCIAL INFORMATION:

100% funded through the National Association of County and City Health Officials.

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, Second Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

CONTRACT # MRC 091467

This Agreement is entered into, effective as of the date of the later signature indicated below (the "Effective Date"), by and between the **National Association of County and City Health Officials** ("NACCHO"), with its principal place of business at 1100 17th St., N.W., Suite 200, Washington, DC 20036, and **Riverside County Department of Public Health/Public Health Emergency Preparedness and Response** ("Organization"), with its principal place of business at **P.O. Box 7600 , Riverside, CA 92513-7600**.

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant Number: 1 MRCSG061001-03, CFDA Number: 93.008) (the "Grant") to build the capacity of local Medical Reserve Corps ("MRC") units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide support to MRC units and to encourage these units to provide certain information to the Office of the Surgeon General's Office of the Civilian Volunteer Medical Reserve Corps ("OSG/OCVMRC");

WHEREAS, Organization either houses or is itself an MRC unit that is registered in good standing with the OSG/OCVMRC;

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in exchange for Organization agreeing, among other things, to undertake the activities indicated in their capacity building application or oversee such activities and to provide certain information to the OSG/OCVMRC.

NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the promises and mutual covenants and obligations contained herein, hereby agree as follows:

1. ORGANIZATION'S OBLIGATIONS: In consideration for the payment described in Section 3, below, Organization agrees, during the Term of this Agreement, to be an MRC Unit in Good Standing by meeting the following criteria below. If Organization houses an MRC Unit, Organization will insure that the unit is an MRC Unit in Good Standing by meeting the following criteria below.
 - a. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;
 - b. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;
 - c. Provides the OSG/OCVMRC with regular updates of programs and plans;

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- d. Actively works towards National Incident Management System ("NIMS") compliance;
 - e. Agrees to participate in MRC Unit Technical Assistance assessments;
 - f. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;
 - g. Maintains Registered status with the OSG/OCVMRC; and
 - h. Agrees to participate in an evaluation review by NACCHO
2. TERM OF AGREEMENT: The term of the Agreement shall be begin on January 1, 2009 and shall continue until July 31, 2009 (the "Term").
 3. PAYMENT FOR SERVICES: In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Ten Thousand Dollars (\$10,000). Payment will be made before the expiration of the Term of the Agreement.
 4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
 5. ASSIGNMENT: Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.
 6. INTERFERING CONDITIONS: Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.
 7. RESOLUTION OF DISPUTES: Should any disputes arise between the parties during the Term of this Agreement, the parties shall make a good faith attempt to resolve such disputes through dialogue and negotiation. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties. If a dispute should arise about an arbitration award, judgment may be entered therein in any court of competent jurisdiction.
 8. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.

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9. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.
10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law rules).
11. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein.
12. DEBARRED OR SUSPENDED ORGANIZATIONS: Pursuant to OMB Circular A-110, Organization certifies to the best of its knowledge that its is not presently and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
13. AUDITING: Organization agrees to permit independent auditors to have access to its books, records and financial statements for the purpose of monitoring compliance with this contract.
14. NOTICE: All notices under this Agreement shall be in writing and shall be sent via facsimile and first class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

TO NACCHO:
National Association of County and City Health Officials
Attn: Contracts Specialist
1100 17th Street, N.W., Second Floor
Washington, D.C. 20036
Tel. (202) 507-4272
Fax (202) 783-1583

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TO ORGANIZATION:
Riverside County Department of Public Health/Public Health Emergency Preparedness and Response
~~Roy Wilson~~ Jeff Stone
Chairman of the Riverside County Board of Supervisor
P.O. Box 7600
Riverside, CA 92513-7600
Tel. 9513587100
Ext.

17. AUTHORITY TO BIND PARTY: Each party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such party.

NACCHO:

ORGANIZATION:

Authorized Signature:

Authorized Signature:

By: _____

By: _____

Name: John Mericsko
Title: Chief Financial Officer
of Supervisor

Name: ~~Roy Wilson~~ Jeff Stone
Title: **Chairman of the Riverside County Board**

Organization: National Association of County
Department of Public Health/Public Health Emergency Preparedness and Response
and City Health Officials

Organization: **Riverside County**

Address: 1100 17th Street, NW
Second Floor
Washington, DC 20036

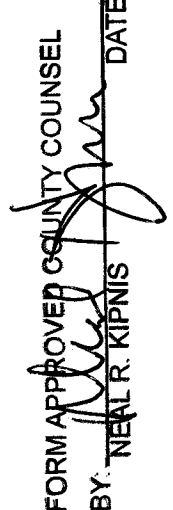
Address: **P.O. Box 7600**
Riverside, CA 92513-7600

Phone: 202-507-4246
Fax: 202-783-1583
EIN: 52-1426663

Phone: _____
Fax: _____
EIN: **95-6000930**

Date: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY:  DATE

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CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that **Riverside County Department of Public Health/Public Health Emergency Preparedness and Response** has not been debarred or suspended pursuant to OMB Circular A-110 and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 "Debarment and Suspension."

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION	DATE SIGNED

FORM APPROVED COUNTY COUNSEL

BY:  NEAL R. KIPNIS DATE _____