

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

533



**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
February 24, 2015

**SUBJECT:** Ratify the agreement #MRC 15-1467 between the County of Riverside Department of Public Health and the National Association of County and City Health Officials for the Medical Reserve Corps grant. District: All. [\$3,500]; 100% funded by the National Association of County and City Health Officials.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the agreement #MRC 15-1467 between the County of Riverside Department of Public Health (DOPH) and the National Association of County and City Health Officials (NACCHO) from January 7, 2015 through July 31, 2015 in the amount of \$3,500; and
2. Authorize the Chairman of the Board to sign four (4) originals of said Agreement on behalf of the County; and
3. Authorize the Purchasing Agent to sign subsequent amendments that would not change the substantive terms of the agreement.

**BACKGROUND:**

**Summary** (continued on page 2)

KS:jd

*Susan D. Harrington*  
Susan D. Harrington, Director  
Department of Public Health

| FINANCIAL DATA  | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT<br>(per Exec. Office)      |
|-----------------|----------------------|-------------------|-------------|---------------|---|
| COST            | \$ 3,500             | \$ 0              | \$ 3,500    | \$ 0          | Consent <input type="checkbox"/> Policy X |
| NET COUNTY COST | \$ 00.00             | \$ 00.00          | \$ 00.00    | \$ 0          |   |

**SOURCE OF FUNDS:** 100% funded by NACCHO

|                               |
|-------------------------------|
| <b>Budget Adjustment:</b> No  |
| <b>For Fiscal Year:</b> 14/15 |

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
DATE 3/5/15  
BY: GREGORY P. PRIAMOS  
Department of Public Health

Teresa Summers 3/27/15  
PURCHASING & FLEET SERVICES: Lisa Brandl, Director

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Ratify the agreement #MRC 15-1467 between the County of Riverside Department of Public Health and the National Association of County and City Health Officials for the Medical Reserve Corps grant. District: All. [\$3,500]; 100% funded by the National Association of County and City Health Officials.

**DATE:**

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary** (continued on page 2)

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 Riverside County MRC deals with surge capacity in a local disaster, including assisting mass prophylaxis/vaccination clinics or other major public health needs. The unit is partnered with the Riverside County Emergency Medical Services (EMS) Agency, the Riverside County Medical Association (RCMA), and the Pharmacy Emergency Response Team (PERT) and other County resources to develop a coordinated response to a disaster. The MRC operates as a federal response and will function under the direction of DOPH.

The MRC for Riverside County has been awarded funding by NACCHO in the amount of \$3,500 to enhance efforts in recruiting and maintain medical volunteers for emergency preparedness and response. Funding will be used for background checks, training, and supplies and equipment for medical volunteers.

**Impact on Citizens and Businesses**

MRC volunteers prepare for and respond to natural disasters, such as wildfires and floods, and other emergencies affecting public health, such as disease outbreaks. These volunteers strengthen public health, improve emergency response capabilities and build community resiliency.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Funding for the MRC program is 100% through NACCHO. The entire amount of \$3,500 was included in the Fiscal Year 14/15. The agreement between DOPH and NACCHO provides the county with payment of \$3,500 for services provided.

**National Association of County and City Health Officials  
Agreement**

National Association of County and City Health Officials  
1100 17<sup>th</sup> Street, NW, 7th Floor, Washington, DC 20036-4636  
(202)783-5550 FAX (202)783-1583

**CONTRACT # MRC 15 - 1467**

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 17<sup>th</sup> St., N.W., 7<sup>th</sup> Floor, Washington, DC 20036, and **County of Riverside** ('Organization'), with its principal place of business at **4065 County Circle Drive (ATTN: PHEPR), Riverside, California 92503**

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant # 5 MRCSG101005-04-00, CFDA # 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 Assistance Secretary for Preparedness and Response's Division of the Civilian Volunteer Medical Reserve Corps ('ASPR/DCVMRC');

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

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 ASPR/DCVMRC.

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 ensure that the unit is an MRC Unit in Good Standing by meeting the following criteria below.

1. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;
2. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;
3. Provides the ASPR/DCVMRC with regular updates of programs and plans;
4. Actively works towards National Incident Management System ("NIMS") compliance;
5. Agrees to participate in MRC Unit Technical Assistance assessments;
6. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;
7. Maintains Registered status with the ASPR/DCVMRC; and
8. Agrees to complete program/event/activity evaluations provided by NACCHO

2. TERM OF AGREEMENT: The term of the Agreement shall be begin on **January 7, 2015** and shall continue until **July 31, 2015** (the "Term").

3. PAYMENT FOR SERVICES: In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Three thousand Five Hundred Dollars (\$3500.00). 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: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Organization, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Organization and NACCHO in relation to the actual costs

incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. 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 then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered 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.

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.

FOR NACCHO:

National Association of County and City Health Officials  
Attn: Naccho MRC Team  
1100 17<sup>th</sup> Street, N.W., 7<sup>th</sup> Floor  
Washington, D.C. 20036  
Tel. (202) 873-5550

Fax (202) 783-1583  
Email: [mrc@naccho.org](mailto:mrc@naccho.org)

FOR CONTRACTOR:

TO ORGANIZATION:

County of Riverside  
Jeff Stone  
Supervisor  
4065 County Circle Drive (ATTN: PHEPR)  
Riverside, California 92503  
Tel. 9513587100

15. 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.

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE: 3/4/15

NACCHO:

ORGANIZATION:

Authorized Signature:

Authorized Signature:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dawn P. Richardson,  
JD, MA

Name: ~~Jeff Stone~~ Marion Ashley, Chairman

Organization: National Association  
of County and City  
Health Officials

Organization: County of Riverside

Address: 1100 17<sup>th</sup> Street, NW  
Washington, DC  
20036

Address: 4065 County Circle  
Drive (ATTN:  
PHEPR)  
Riverside, California  
92503

Phone: 202-507-4264

Phone: 9513587100

Fax: 202-783-1583

Fax: 9513587105

EIN: 52-1426663

EIN: 956000930

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

ATTEST: Kecia Harper-Ihem, Clerk

By: \_\_\_\_\_

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that **County of Riverside** 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<br>Chairman, Board of Supervisors |
| Organization<br>County of Riverside         | Date Signed                             |

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FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis

DATE 3/4/18