

302

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



FROM: Community Health Agency / Department of Public Health

SUBMITTAL DATE:
May 19, 2010

SUBJECT: Ratify the Agreement between the County of Riverside Department of Public Health (DOPH) and the City of Riverside for the Urban Area Security Initiative (UASI) Project, Contract #10-083 and Approve the Sole Source Purchase From Meridian Medical Technologies.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement between the County of Riverside Department of Public Health (DOPH) and the City of Riverside in the amount of \$75,281; and
- 2) Authorize the Chairperson to sign three (3) originals of said Agreement on behalf of the County; and
- 3) Direct the Auditor Controller to make the Budget Adjustments presented on the Schedule A, attached; and
- 4) Approve the Sole Source purchase from Meridian Medical Technologies annually for five (5) years; and

(Recommended Motion, continued on page 2)

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER

BY Samuel Wong 6/10/10
SAMUEL WONG

SH:KS:nm

Susan D. Harrington
Susan Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 75,281	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	YES
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% grant funded through Federal Department of Homeland Security, Urban Area Security Initiative (UASI) Program.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: Debra Cournoyer
Debra Cournoyer
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: June 29, 2010
xc: CHA-Public Health, Auditor, EO, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: Kecia Harper-Ihem
Deputy

Prev. Agn. Ref.: | **District:** 1 and 2 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.23

FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis DATE: 6/10/10
 Purchasing: Mark Seiler Assistant Director
 Policy Policy
 Consent Consent
 Dept't Recomm.: Per Exec. Ofc.:

SUBJECT: Ratify the Agreement between the County of Riverside Department of Public Health (DOPH) and the City of Riverside for the Urban Area Security Initiative (UASI) Project, Contract #10-083 and Approve the Sole Source Purchase From Meridian Medical Technologies.

RECOMMENDED MOTION (Continued):

- 5) Authorize the Purchasing Agent to issue a purchase order for the purchase of DuoDote™ Auto-Injectors, not exceeding \$75,281 total; and
- 6) Authorize the Purchasing Agent to continue to purchase the DuoDote™ Auto-Injectors from Meridian Medical Technologies as necessary for a maximum of five years; and
- 7) Authorize the Chairperson to sign three (3) originals of Governing Body Resolution on behalf of the County.

BACKGROUND: In September, 2009 the City of Riverside was awarded Riverside Urban Area Security Initiative (UASI) Project funding from the Federal Department of Homeland Security through the California Emergency Management Agency (CalEMA). As part of the UASI Program, Riverside County DOPH was awarded \$75,281 to purchase and distribute DuoDote™ Auto Injectors for the first responders in the City of Riverside. DuoDote™ Auto-Injectors are Chemical nerve agent antidotes packaged as an auto injector that are carried by individual first responders. DOPH has already purchased and distributed nerve agent antidotes to other first responders throughout the County using State Homeland Security Grant Program funding. The DuoDote™ Auto-Injectors provide protection to first responders who may encounter a nerve agent during the course of executing their job duties.

A Sole Source is being requested because Meridian Medical Technologies is the only manufacturer that is allowed by the federal government to produce DuoDote™ Auto-Injectors. There is no similar product available from any other manufacturer or source. DOPH is requesting approval to renew Sole Source annually, in order to maintain a minimum level of DuoDote™ Auto-Injectors as they expire or are used.

PRICE REASONABLENESS: The prices are established by the Federal Government and are standard for all government agencies. For the DuoDote Auto-Injector (min. 240 units) CASE Discount the cost is \$39.23 per unit.

FINANCIAL INFORMATION: 100% grant funded through Federal Department of Homeland Security, Urban Area Security Initiative (UASI) Program.

ACO

SCHEDULE A

Community Health Agency
Department of Public Health
Public Health Emergency Preparedness and Response Branch
Urban Area Security Initiative (UASI) Project
HS1000XX

Budget Adjustment
Fiscal Year 2010/11

INCREASE IN APPROPRIATIONS:

10000- 4200100000- 522890 Pharmaceuticals \$ 75,281

TOTAL INCREASE IN APPROPRIATION \$75,281

INCREASE IN ESTIMATED REVENUE:

10000- 4200100000- 767220 Fed- Other Operating Grants \$75,281

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT
AND THE COMMUNITY HEALTH AGENCY (CHA) REGARDING URBAN AREA
SECURITY INITIATIVE (UASI) GRANT FUNDING
FOR FEDERAL FISCAL YEAR 2009**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective July 16, 2010, between THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT and the COUNTY OF RIVERSIDE, DEPARTMENT OF PUBLIC HEALTH, EMERGENCY PREPAREDNESS AND RESPONSE ("Participating Agency") under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).
2. The Participating Agency agrees to comply with United States Department of Homeland Security – Homeland Security Grant Program guidance, processes and requirements.
3. The Participating Agency agrees that all equipment, supplies and training funded through the UASI program is for the mutual benefit of the Riverside UASI Region and not for the exclusive benefit of the Participating Agency.
4. The Participating Agency agrees that all equipment, supplies and technical expertise developed through training funded by the UASI program is to be made available for emergency use through established mutual aid systems, established mutual aid agreements or made reasonably available through a valid request by a member jurisdiction or organization of the Riverside UASI.
5. The Participating Agency agrees to provide prior to being funded the most recent copy of their; 1. NIMSCAST Report and 2. Single Audit Report.
6. The Participating Agency agrees to submit a Monthly Project Progress Report (**Attachment B**) by the 15th day of each month in accordance with the UASI grant program guidelines.
7. The participating agency agrees to designate a Project Manager and Grant Manager for each project awarded and provide the contact information of those individuals to the City of Riverside Office of Emergency Management / UASI. Upon any changes to the original designation the agency will provide written notification and updated contact information.

2010 JUN 29 5:32

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

8. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend \$300,000 or more of federal funds during their respective fiscal year agree to submit an organization wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.008). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.
9. The Participating Agency agrees that all its expenditures shall be in accordance with the approved project expenditures and allowable costs as submitted to the City and approved by the California Emergency Management Agency (Cal EMA) and the U.S. Department of Homeland Security Grants Program Directorate.
10. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.
11. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of Riverside Office of Emergency Management and the _____, by and through their authorized representatives.

CITY OF RIVERSIDE

By: [Signature]

Title: Thomas M. DeSantis
Assistant City Manager

Attest:

By: [Signature]
Colleen J. Nicol

Title: _____
City Clerk

Approved as to form:
By: [Signature]
James E. Brown

Title: [Signature]
Supervising Deputy City Attorney

PARTICIPATING AGENCY

By: [Signature]
MARION ASHLEY

Title: CHAIRMAN, BOARD OF SUPERVISORS

Attest: KECIA HARPER-IHEM
CLERK OF THE BOARD

By: [Signature]

Title: DEPUTY

Approved as to form:
By: _____

Title: _____

FORM APPROVED COUNTY COUNSEL

BY: [Signature]
NEAL R. KIPNIS DATE 6/9/10

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**Governing Body Resolution
(For Operational Areas and Urban Area's)**

BE IT RESOLVED BY THE, Board of Supervisors OF THE, County of Riverside THAT
(Governing Body) (Name of Applicant)

Chairman of the Board of Supervisors,
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

Passed and approved this 29th day of June, 20 10

Certification

I, Marion Ashley, duly appointed and
(Name)

Chairman of the Board of Supervisors, of the County of Riverside
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the, Board of Supervisors of the, County of Riverside on the
(Governing body) (Name of Applicant)

29th day of June, 20 10

CHAIRMAN, BOARD OF SUPERVISORS
(Official Position)

Marion Ashley
(Signature)

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 6/9/10
NEAL R. KIPNIS

ATTEST:
KECIA HARPER-IHEM, Clerk
By Kecia Harper-Ihem
DEPUTY

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Homeland Security Grant Program FY _____ Grant Number _____ CalEMA ID# _____
Urban Area Security Initiative (UASI) FY _____ 09_ Grant Number _____ CalEMA ID# _____
Other _____ Grant Number _____ CalEMA ID# _____

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

1. Project name: Medical Surge & Mass Prophylaxis: Regional First Responder DuoDote (Mark I) Kits _____ Project Budget: \$ _____ \$75,281 _____

2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.

The purchase of DuoDotes (formally known as MK1 Kits) will be used by first responders in the event of a nerve agent & insecticide poisoning. The DuoDote auto injector ensures the rapid delivery of antidotes in the field. The rapid delivery is critical as nerve agents are extremely toxic and the effects have a rapid onset once exposure occurs. Ultimately, exposure to nerve agents may result in death if left untreated.

The purchase of DuoDote injectors will ensure that first responders can effectively perform their duties during an emergency and will prevent negative outcomes from a chemical nerve agent exposure in the field.

3. Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).

A Request for Sole Source Procurement form is completed to justify a sole source vendor. The form is sent to the Board of Supervisors, via the Purchasing Agent, for approval.

4. Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.

- a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)

Meridian Medical Technologies is the only manufacturer that is allowed by the Federal government to produce DuoDote™ Auto-Injectors. Market research by our Procurement Department verified this.

- b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)

- c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)
5. Did your organization confirm that the contractor/vendor is not debarred or suspended? **Yes**
6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period? **Yes**
7. Describe your organization's cost benefit analysis of the contractor/vendor's bid/proposal. **The prices are established by the Federal Government and are standard for all government agencies. For the DuoDote Auto-Injector (min. 240 units) CASE Discount the cost is \$39.23 per unit.**
8. Has your organization determined the costs are reasonable? **Yes**

PARTICIPATING AGENCY

By: Marion Ashley

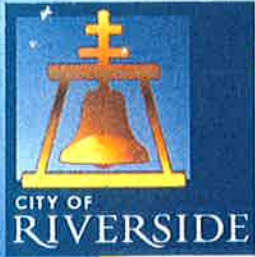
Title: _____
 Marion Ashley, Chairman
 Board of Supervisors

Attest: ~~KECIA HARRER JEN~~
CLERK OF THE BOARD

By: [Signature]

Title: DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: [Signature] 6/10
 NEAL R. KIPNIS DATE



Fire
Department

June 2, 2010

Brian Tisdale, Program Director
Riverside County Department of Public Health
3900 Sherman Drive, Ste. H
Riverside, CA 92513-7600

RE: **FY'09 Riverside Urban Area Security Initiative (UASI) Project Approval**

Dear Mr. Tisdale:

The California Emergency Management Agency (CalEMA) has approved the FY'09 Riverside UASI grant application and has authorized the commencement of expenditures. The overall performance period of the grant is 9/29/2009 through 3/31/2012. Vehicle and equipment purchases must be completed no later than 3/31/2011, which means vehicles and equipment must be purchased, received and paid for by this date. Additionally, performance bonds are required for any vehicle purchases and all equipment purchases over \$250,000.

During the review process, Riverside UASI staff and CalEMA staff examined and evaluated your project proposal. As a result of this review, some of your funded projects may have been assigned performance milestones shorter than the grant performance period, based in part on information provided in your project proposal, Riverside UASI's investment justifications, and grant guidance. **Purchasing milestones identified below and performance milestones identified in your project proposal will be used by the Riverside UASI to both determine the appropriate date to disencumber funds awarded under this grant and re-direct them to other needs across the RUASI region and as indicators of performance and grant management capacity in future competitive project proposals.**

Once you have completed the Post Award Actions, this letter will serve as your authorization to begin spending against your approved projects listed below. Please remember that any modifications to your project will require pre-approval by both Riverside UASI and Cal EMA prior to incurring any costs. All purchases must comply with U.S. Department of Homeland Security grant management procedures and directives.

Post Award Actions:

The following actions are required prior to incurring any costs against your project(s):

1. Attendance at a Mandatory Post-Award Grant Workshop
2. Executed Memorandum of Understanding (MOU) with City of Riverside / Riverside UASI
3. Signed Grant Assurances
4. Performance Bond (s) as required

Project(s):

9C Regional First Responder DuoDote (Mark I) Kits \$75,281



Purchasing Milestones:

<u>Project</u>	<u>Milestone</u>	<u>Amount</u>	<u>Completion Date</u>
9C-Regional First Responder DuoDote (Mark I) Kits	100%	\$75,281	October 31, 2010

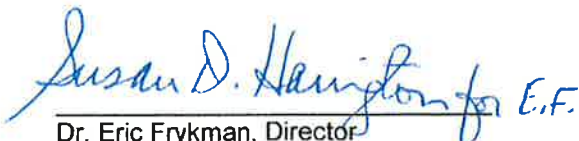
This year, your Department Head or Agency Director signature is required on this letter. Please sign and return the original to our office within ten days of receipt, and keep a copy for your grant file. For further assistance, please feel free to contact our office any time at (951) 320-8100.

Please refer to your Sub-Recipient Workshop folder for additional information, forms, and guidance. I look forward to working with you and to the success of your project.

Sincerely,

Gale Schulte
Administrative Analyst
Riverside Fire Department
Office of Emergency Management / UASI Program
(951) 320-8106 direct

Signed,


Dr. Eric Frykman, Director
Riverside County Community Health Agency

Date: May 13, 2010
From: Susan Harrington
Department/Agency: Department of Public Health
To: Board of Supervisors
Via: Purchasing Agent
Subject: **Request for Sole Source Procurement**
Meridian Medical Technologies
Subsidiary of King Pharmaceuticals®, Inc.
501 Fifth Street
Bristol, Tennessee 37620
Phone: 800.776.3637
<http://www.kingpharm.com>

The information below is provided in support of my Department requesting approval for a sole source contract. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Supply being requested is DuoDote™ Auto-Injectors.

Supplier being requested: Meridian Medical Technologies
Subsidiary of King Pharmaceuticals®, Inc.
501 Fifth Street
Bristol, Tennessee 37620
Phone: 800.776.3637
<http://www.kingpharm.com>

Alternative suppliers that can or might be able to provide supply/service:
There are no other suppliers because Meridian Medical Technologies is the only manufacturer that is allowed by the Federal government to produce DuoDote™ Auto-Injectors.

Extent of market search conducted: Market research verified that Meridian Medical Technologies is the only manufacturer that is allowed by the Federal government to produce DuoDote™ Auto-Injectors.


METI (Sole Source)

Unique feature of the supply/service being requested from this supplier that no alternative supplier can provide: Meridian Medical Technologies is the only manufacturer that is allowed by the Federal government to produce DuoDote™ Auto-Injectors.

Reasons why my department requires these unique features and what benefit will accrue to the County: Duo Dotes are Chemical nerve agent antidotes packaged as an auto injector that are carried by individual first responders. The Duo Dotes will provide protection to first responders who may encounter a nerve agent during the course of executing their job duties.

Price Reasonableness: The prices are established by the Federal Government and are standard for all government agencies. For the DuoDote Auto-Injector (min. 240 units) CASE Discount the cost is \$39.23 per unit.



Does moving forward on this product or service further obligate the County to future similar contractual arrangements? No, the County is not under any obligation to any future contractual arrangements with this purchase.

Department Head Signature Date

Purchasing Department Comments

Approve Approve with Condition/s Disapprove

Purchasing Agent Date

METI (Sole Source)

California Emergency Management Agency

FY09 Grant Assurances

(All HSGP Applicants)

Name of Applicant: Community Health Agency (CHA)

Address: 4065 County Circle Drive

City: Riverside State: CA Zip Code: 92503

Telephone Number: 951-358-5058 Fax Number: 951-358-4529

E-Mail Address: efrykman@co.riverside.ca.us

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
2. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
3. Will comply with any cost sharing commitments included in the FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
4. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
5. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
6. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
7. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

8. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
9. Will comply with all provisions of DHS/FEMA's codified regulation 44, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
10. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
11. Agrees that, to the extent contractors or subcontractors are utilized, grantees and subgrantees shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
12. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
13. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
14. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
15. Will comply with all Federal Statutes relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.

- j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
 - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
16. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
17. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
18. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
19. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If ground-disturbing activities occur during the project implementation, the recipient must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.
20. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

21. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
22. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
23. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
24. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.
25. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
26. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.

- b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
27. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
28. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
29. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
30. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
31. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
32. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally assisted construction sub-agreements.
33. Agrees that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

34. Agrees that equipment acquired or obtained with grant funds:
 - a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
35. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
36. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements. Will also comply with Title 28, Code of Federal Regulations, Parts 66 and 70, that govern the application, acceptance and use of Federal funds for Federally assisted projects.
37. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
38. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
39. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
40. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
41. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current DHS Financial Management Guide.
42. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2009 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban

Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2009 Homeland Security Grant Program application. Further, use of FY09 funds is limited to those investments included in the California FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.

43. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".
44. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
 - a. The applicant certifies that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
45. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs
 ATTN: Control Desk
 633 Indiana Avenue, N.W.
 Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- 46. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- 47. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: Susan D. Harrington, E.F.

Printed Name of Authorized Agent: Susan D. Harrington

Title: Director of Public Health Date: June 7, 2010

Attachment B

MONTHLY PROJECT STATUS REPORT

(Complete One Report Per Project)

Riverside UASI

Due Date 15th of Each Month

Project Name:

Agency: County of Riverside, Department of Public Health, Public Health Emergency Preparedness and Response

Prepared By:

Date (MM/DD/YY):

1. Executive Summary

Overall Status:

	Green¹ (Controlled)	Yellow² (Caution)	Red³ (Critical)	Reason for Deviation
Budget:	[]	[]	[]	
Schedule:	[]	[]	[]	

¹ Project is within budget, scope, and on schedule.

² Project has deviated slightly from the schedule.

³ Project has fallen significantly behind schedule.

Comments:

2. Controls

Issue Status: (Issues requiring resolution by UASI Steering Committee)

3. Budget Report

Total Approved Funds	Funds Spent to Date	Remaining Balance	Percent Complete

4. Accomplishments / Plans

Accomplishments during this Reporting Period:

Plans during the next Reporting Period:

5. Project Monthly Status Report / Signatures

Project Name:

Project Manager(s):

I have reviewed the information contained in this Project Monthly Status Report and agree:

Name	Title	Signature	Date

MERIDIAN MEDICAL TECHNOLOGIES™

A Subsidiary of King Pharmaceuticals, Inc.

May 6th, 2010

Nadine Hays
Riverside County Community Health Agency
4065 County Circle Drive
Riverside, CA 92513

Re: Sole Manufacturer of FDA-approved Chemical Nerve Agent Antidote Auto-Injectors

Dear Nadine:

MERIDIAN MEDICAL TECHNOLOGIES™, INC. is the sole manufacturer of FDA-approved chemical nerve agent antidote auto-injectors as well as other auto-injector drug delivery systems. Our products include:

- AtroPen® 2 mg Auto-Injector (atropine injection)
- AtroPen® 1 mg Auto-Injector (atropine injection)
- AtroPen® 0.5 mg Auto-Injector (atropine injection)
- AtroPen® 0.25 mg Auto-Injector (atropine injection)
- Diazepam 10 mg Auto-Injector (diazepam injection) C-IV
- DuoDote™ Auto-Injector (atropine and pralidoxime chloride injection)
- Mark I™, Nerve Agent Antidote Kit (NAAK), comprised of AtroPen® 2 mg Auto-Injector (atropine injection) and Pralidoxime Chloride 600 mg Auto-Injector (pralidoxime chloride injection)
- Morphine 10 mg Auto-Injector (morphine injection) C-II
- Pralidoxime Chloride 600 mg Auto-Injector (pralidoxime chloride injection)

MERIDIAN also manufactures a compliment of auto-injector training simulators for instruction in the proper use of the auto-injector. These training simulators are similar in appearance and function to the auto-injector drug delivery systems they mimic.

If you need any further information, please feel free to call me at 443-259-7878.

Best regards,

Sean Cowherd
Account Representative, Commercial Pharmaceuticals

SC/



King Pharmaceuticals

Columbia, MD 21046 USA
443.259.7800 fax 443.259.7801
Email: info@meridianmt.com
Internet: www.meridianmeds.com

Jan 2007