

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Health Services Agency *mt*

BOARD AGENDA # *B-2

Urgent ☐

Routine ☒

AGENDA DATE September 9, 2008

CEO Concurs with Recommendation YES ☒ NO ☐
(Information Attached)

4/5 Vote Required YES ☐ NO ☒

SUBJECT:

Approval for the Health Services Agency to Submit an Application to the National Association of County and City Health Officials (NACCHO) for the allocation of \$10,000 Under the Office of the Surgeon General and Office of the Civilian Medical Reserve Corps for Capacity Building for 2008-2009

STAFF RECOMMENDATIONS:

1. Approve the Health Services Agency to submit an application to the National Association of County and City Health Officials (NACCHO) for the allocation of \$10,000 Under the Office of the Surgeon General and Office of the Civilian Medical Reserve Corps for Capacity Building for 2008-2009.
2. Authorize the Health Services Agency's Managing Director or her designee to sign the grant agreement and accept the funds if awarded.

FISCAL IMPACT:

This application will provide capacity building funding to help locally organize and utilize medical professional volunteers - and others - who want to donate their time and expertise and help prepare for and respond to emergencies. Stanislaus County Medical Reserve Corps (SCMRC) volunteers supplement existing local emergency and public health resources and receive training in bioterrorism, infectious disease outbreaks, and other public health threats and emergencies. The funding period is 2008 - 2009. If awarded a mid-year budget adjustment will be submitted.

BOARD ACTION AS FOLLOWS:

No. 2008-636

On motion of Supervisor Monteith, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Health Services Agency to Submit an Application to the National Association of County and City Health Officials (NACCHO) for the allocation of \$10,000 Under the Office of the Surgeon General and Office of the Civilian Medical Reserve Corps for Capacity Building for 2008-2009

Page 2

DISCUSSION:

The Medical Reserve Corps (MRC) was founded after President Bush's 2002 State of the Union Address, in which he asked all Americans to volunteer in support of their country. The MRC is a partner program of Citizen Corps, a national network of volunteers dedicated to ensuring hometown security. MRC units are community-based and function as a way to locally organize and utilize volunteers who donate their time and expertise to prepare for and respond to medical emergencies. The first responders in any given emergency are its residents. Some of these residents are highly skilled medical professionals that can be pre-screened and trained to become MRC volunteers. Volunteers may include, but are not limited to, physicians, nurses, pharmacists, dentists, veterinarians, and epidemiologists.

Volunteers may be utilized by Public Health to supplement staffing needs for emergency events such as mass vaccination clinics and alternate care sites. Volunteers are required to participate in local emergency trainings, exercises and drills.

A Staff Services Analyst was hired by the Health Services Agency Emergency Preparedness Program in October 2007 to develop a local unit. The Stanislaus County MRC (SCMRC) was established and officially recognized by the Office of the Surgeon General in February 2008.

The SCMRC coordinator has organized an Advisory Board consisting of the Public Health Officer, medical professionals, emergency planning personnel, fire departments, faith based organizations, United Way and other not-for-profit organizations. Meetings have been ongoing to develop policy and procedures, bylaws and training and recruitment strategies.

Applications will be awarded based on the following criteria:

- Support from partner organizations.
- Training plans that incorporate National Incident Management System (NIMS), Incident Command System (ICS), the MRC Core Competencies, and MRC Learning and Management system (TRAIN).
- MRC unit demonstrates adequate volunteer recruitment, engagement, recognition, and retention strategies.
- MRC unit is integrating with State volunteer registry (Emergency System Advanced Registration-Volunteer Health Professionals) or if not, verifying the credentials of members with professional licenses/certifications.
- MRC unit is responsive to requests from Regional Coordinator, participates in state/regional activities, and participates in Technical Assistance assessments if contacted.

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Page 3

POLICY ISSUES:

Approval of this application supports the Board's priorities of *A safe community* and *A healthy community* through effective preparation for emergency incidents.

STAFFING IMPACT:

There is no staffing impact associated with this request.

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

JAN 21 2009

CONTRACT # MRC 091413

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 **Stanislaus County Health Services Agency** ("Organization"), with its principal place of business at **830 Scenic Dr. , Modesto, CA 95350**.

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;
 - d. Actively works towards National Incident Management System ("NIMS")

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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.
9. **PARTIAL INVALIDITY**: If any part, term, or provision of this Agreement shall be held

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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:
Stanislaus County Health Services Agency
Mary Ann Lee
Director
830 Scenic Dr.
Modesto, CA 95350
Tel. 2095587163
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: _____



Name: John Mericsko
Title: Chief Financial Officer

By: _____



Name: Mary Ann Lee
Title: Director

Organization: National Association of County
Services Agency
and City Health Officials

Organization: **Stanislaus County Health**

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

Address: **830 Scenic Dr.**

Modesto, CA 95350

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

Phone: 209 558-7163
Fax: 209 558-7123
EIN:

Date: _____

2/13/09

Date: _____

APPROVED AS TO FORM:

4

BY: _____

Dean Wright, Deputy County Counsel

DATE: 1-8-2009

National Association of County and City Health Officials

AGREEMENT

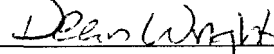
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CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that **Stanislaus County Health Services Agency** 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 MANAGING DIRECTOR
ORGANIZATION Stanislaus County Health Services Agency	DATE SIGNED 11/2/09

APPROVED AS TO FORM:

5 BY:  DATE: 1-8-09
Dean Wright, Deputy County Counsel