

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of Commissioners
Mark McCauley, County Administrator

FROM: Willie Bence, Emergency Management Director

DATE: July 3, 2023

SUBJECT: National Association of County and City Health Officials MRC
Readiness Award 23-2809

STATEMENT OF ISSUE:

The Department of Emergency Management is partnering with Public Health to create the County's first Medical Reserve Corps (MRC) volunteer organization. A key element of our COVID-19 pandemic response, the MRC consists of retired medical professionals who augment limited medical response resources during a major disaster. They can also support the broader community through training and education on a regular basis.

ANALYSIS:

This grant funding provides a small amount of startup revenue for training and equipment as we organize the MRC and begin to build capability within our cadre of volunteers.

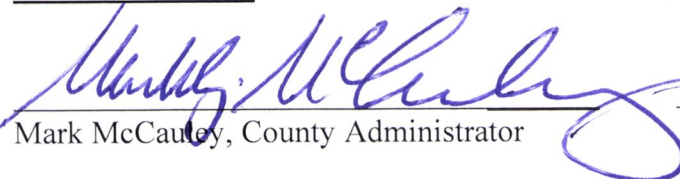
FISCAL IMPACT:

This grant contract provides a total of \$5,000 to be used for operational support for the MRC.

RECOMMENDATION:

The BoCC to review and approve this NACCHO Contract 23-2809 in order to help support the creation of the County's first Medical Reserve Corps (MRC).

REVIEWED BY:

 6/28/23

Mark McCauley, County Administrator Date

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005
Tel. (202)783-5550 Fax. (202)783-1583

CONTRACT # MRC 23 - 2809

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 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 and **County of Jefferson** ("Organization"), with its principal place of business at 81 Elkins Road, Port Handlock, WA 98339.

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services' Office of the Assistant Secretary of Preparedness and Response (Grant No. 5 HITEP 200045-03-00, 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 Assistant Secretary of Preparedness and Response ("ASPR"), Medical Reserve Corps Program ("MRC Program");

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

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 MRC Program;

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. **TERM OF AGREEMENT**: The term of the Agreement shall begin from the Effective Date and shall continue until September 29, 2023 (the "Term").
2. **PAYMENT FOR SERVICES**: In consideration for the completion of services performed by Organization as set forth in Section 3, NACCHO shall pay Organization a Firm Fixed Price payment of \$5,000.00. The parties agree that payment method shall be made by check, via postage-paid first-class mail, at the address for the giving of notices as set forth in Section 19 of this Agreement. Any changes of payment method would require a modification signed by both parties.
3. **ORGANIZATION'S OBLIGATIONS**: In consideration for the payment described, Organization agrees, during the Term of this Agreement, by performing the following criteria

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below:

- a. Has 501c (3) or comparable status or be houses in an organization capable of and willing to receive federal fund on its behalf.
 - b. Organization receiving the funds must be registered and active on SAM.gov.
 - c. Utilizes MRC Operational Readiness Award funds for approved purposes, and as indicated in their award application.
 - d. Submission of Deliverable 1 using the template provided by NACCHO and signed contract by May 8, 2023 (Required to receive 100% of payment – See Appendix A)
 - e. Submission of Deliverable 2 by August 4, 2023 – See Appendix B. If not completed by August 4, 2023, 50% of received payment shall be refunded back to NACCHO. Organization shall contact NACCHO promptly to notify and start the process of refund.
 - f. Submission of Deliverable 3 by March 2024 – See Appendix C. All awardees will be required to complete final project survey as part of the funding agreement. Completion is required to be considered in the next MRC award selection.
4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement, including changes of payment method and/or address, 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. PUBLICATION: All Organization publications, including research publications press releases other publications or documents about research that is funded by ASPR must include the following two statements: (1) A specific acknowledgment of ASPR grant support, such as: "Research reported in this [publication/ press release] was supported by [name of the program office(s), or other ASPR offices] the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Response under award number [specific ASPR grant number(s)]." (2) A disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of health and Human Services Office of the Assistant Secretary for Preparedness and Response."
 8. 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.

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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.

9. **TERMINATION**: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Organization for services rendered through the date of termination.
10. **ENTIRE AGREEMENT**: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces all previous understandings, commitments, or agreements, oral or written.
11. **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.
12. **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).
13. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 CFR Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), and 45 CFR Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations and Commercial Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein. The terms and conditions of this award and other requirements have the following order of precedence if there is any conflict in what they require: (1) Public Health Service Act, Section 301 (42 U.S.C. 241), "Research and Investigations" Section 319L of the PHS Act "42 U.S.C. 247d-7e), "Biomedical Advanced Research and Development Authority." (2) Terms and conditions of the award; (3) CFR Part 75; (4) HHS Grants Policy Statement.
14. **DEBARRED OR SUSPENDED ORGANIZATIONS**: Pursuant to Executive Order 12549 and

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Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Organization certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

15. LOBBYING RESTRICTIONS AND DISCLOSURES: Organization must comply with 45 CFR Part 93.
16. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
17. PROCUREMENT: Organization must comply with procurement standards at 45 CFR Part 75.329 Procurement procedures, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
18. 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.
19. NOTICE: All notices under this Agreement shall be in writing and shall be sent via email 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
1201 (I) Eye Street NW 4th Fl.
Washington, DC 20005
Tel. (202) 783-5550
Fax (202) 783-1583
Email: mrc@naccho.org

FOR ORGANIZATION:

Legal Address:
County of Jefferson
Attn.: Willie Bence
Director of Emergency Management
81 Elkins Road
Port Hadlock, WA 98339

Check Mailing Address:
County of Jefferson
Attn: David Codier
81 Elkins Road
Port Hadlock, WA 98339
Email: dcodier@co.jefferson.wa.us

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Tel. (202)783-5550 Fax. (202)783-1583

Tel. 1-360-344-9729
Email: wbence@co.jefferson.wa.us

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

Authorized Signature:

By: _____

Name: Jerome Chester
Title: Chief Financial Officer
EIN: 52-1426663
UEI: SRH7DCCTU3G7
Date: _____

ORGANIZATION:

Authorized Signature:

By: _____

Name: Greg Brotherton
Title: Chair, Board of County Commissioners
EIN: 91-6001322
UEI: PC7MRLYLNGD5
Date: _____

Approved as to form only:



June 7, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

In accordance with Executive Order 12549 and Executive Order 12689, entitled Debarment and Suspension, and any applicable implementing regulations, this certification must be completed by the Organization:

1. Under penalty of perjury, except as noted below, all persons or firms or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within the three (3) year period preceding this certification, 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;
 - c. 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 listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, or local) terminated for cause or default.
 - e. Will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to NACCHO.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION	DATE SIGNED
County of Jefferson	

APPENDIX A – MRC ORA Invoice & Action Plan

**2023 MRC Operational Readiness Awards Deliverable 1
ORA Invoice & Action Plan**

Due: May 8, 2023

Unit Administrative Information	
MRC Unit Number	
MRC Unit Name	
MRC Unit Point of Contact (POC)	
POC Email	
Total Award Amount	
Date Invoice 1 submitted	

Tasks completed	Invoice Amount
Invoice & ORA Action Plan	\$

Send Check to:

2023 MRC Operational Readiness Award Action Plan
 (Refer to your application to complete the following sections)

1. Current State:

Describe the current readiness capabilities of the MRC unit. Include how the MRC unit is currently integrated into response plans and opportunities to support new or evolving missions. Include the challenges or strengths to support the level of funding requested. Units requesting the Tier 2 award should be able to demonstrate their current capacity to develop/ strengthen response plans and mission sets.

2. Future State:

Describe the goals of the project (i.e., building or strengthening the unit's operational readiness over the next 12-36 months) and what specific steps the unit will take to achieve these goals (i.e., the objectives).

2023 MRC Operational Readiness Award Action Plan
(Refer to your application to complete the following sections)

3. Implementation Plan:

List the planned activities or training events as well as the timeline for the next 12 months to meet goals.

APPENDIX B – MRC ORA Interim Project Survey

2023 MRC Operational Readiness Awards Deliverable 2

Overview of Interim Project Survey

Due: August 4, 2023

MRC unit leaders will receive a link via email in June 2022 to complete the Interim Project Survey. For planning purposes, the Interim Project Survey may contain the following sample questions:

- Has the MRC unit begun the project? Yes/No
 - If no, please explain the challenges that have prevented the initiation of the project.
- Describe progress on the implementation plan.
- Describe progress on measurable outcomes.
- Approximately how many MRC volunteers are expected to contribute to the implementation of the project and how many are expected to directly benefit from the project?
- Do you have any success stories, pictures, and/or resources that you would like to share?
- Describe any improvements you would suggest to NACCHO for future award application cycles.

APPENDIX C - MRC ORA Final Project Evaluation

2023 MRC Operational Readiness Awards Deliverable 3 Overview of Final Project Evaluation Survey Due: March 2024

MRC unit leaders will receive a link via email in January 2024 to complete the Final Project Evaluation Survey. For planning purposes, the Final Project Evaluation Survey may contain the following sample questions:

- Was your unit able to complete planned award activities? Yes/No
- What activities were supported by the ORA grant?
- Were the ORA activities evaluated? If so, how?
- What were the measurable outcomes and community impact of your award activities?
- Approximately how many MRC volunteers contributed to ORA activities?
- Approximately how many MRC volunteer hours did the ORA activities benefit from?
- Do you feel that the ORA helped improve the capability/capacity of your MRC unit?
- What resources or tools did the unit develop through your project?
- How many and what types of Mission Sets did the unit develop/strengthen?
- What best practices or resources utilized for ORA activities would you recommend to other MRC units?