



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item G4

#2002-373 - Approving Agreement Between the Nebraska Health and Human Services System Regulations and Licensure Department and the Grand Island Fire Department Relative to Grant Funding

The Saint Francis Medical Center (SFMC) and Grand Island Fire Department's (GIFD) automatic external defibrillator (AED) Community Partnership Project group is excited about being awarded funding for 9 of these life-saving devices from our recent grant request.

The fire department and St. Francis Medical Center are committed to completing all aspects of this project including the purchase, and training of response team personnel for each of the nine facilities that will receive an A.E.D.

Larry Nelson had started the project and now that Larry has retired, the lead person for our community partnership has changed and will be Mr. Chad Bluschke, EMT-P, from the fire department. Together with Peg Gilbert, RN from SFMC and Dr. Mike McGahan, GIFD Medical Director, this project should proceed very smoothly with their combined leadership.

Staff Contact: Jim Rowell

AGREEMENT

BETWEEN

NEBRASKA HEALTH AND HUMANS SERVICES SYSTEM REGULATIONS AND LICENSURE EMERGENCY MEDICAL SERVICES PROGRAM

GRAND ISLAND FIRE DEPARTMENT

023191851

This Agreement is entered into by and between the Nebraska Health and Human Services System, Regulation and Licensure Emergency Medical Service Programs (hereinafter referred to as the Department) and Grand Island Fire Department (hereinafter referred to as the Contractor) to promote the placement and use of Automatic External Defibrillators (AED) in rural communities.

1. TERM

The term of this Agreement shall be for a period effective November 1, 2002 and ending on March 31st, 2003.

2. SCOPE OF SERVICES

2.1 Contractor Responsibilities

The Contractor hereby agrees:

- To purchase
 - 9 Automatic External Defibrillator(s) (AED);
 - An extra set of Pads for each AED;
 - A carrying case for each AED;
 - An AED instructional training tape
- To provide training to those who may use the AED.
- To participate in an evaluation of the Rural AED Placement Program.

2.2 Department Obligations

- The Department agrees to reimburse the Contractor an amount not to exceed \$18,000.00 for the purchase of the items denoted in Section 2.1.
- To provide the evaluation tools for the Rural AED Placement Program

3. COMPENSATION

The Department shall reimburse the Contractor for the purchase of the AED(s) upon receipt of one of the following items: 1. A copy of the paid receipt, or, 2. Copies of the proof of purchase and billing statement from the AED Vendor.

Payment shall be made within 45 days of receipt and acceptance of documentation requested above. Contractor agrees to provide a federal tax identification number or Social Security number so that the Department may comply with tax reporting requirements.

4. GENERAL PROVISIONS

4.1 INCORPORATION All references in this Agreement to laws, rules, regulations, guidelines, and directives to be followed by either party in performing the obligations of this Agreement shall be deemed incorporated by reference, and made a part of this Agreement as though fully set forth.

4.2 HEADINGS Headings are used solely for convenience, and are not to be used in construing or interpreting this Agreement.

4.3 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and neither it nor any of its employees shall be deemed employees of the Department for any purpose. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this agreement, shall exercise full authority over its personnel, and shall comply with all worker's compensation, employer's liability, and other federal, state, county, and municipal, and municipal laws, ordinances, rules, and regulations required of an employer providing services as contemplated by this Agreement.

4.4 ASSIGNMENT AND DELEGATION

This Agreement is exclusive to the parties and shall not be assigned by the Contractor, nor may the Contractor delegate the performance of any duties under this Agreement, to any other person without the express written consent of an authorized representative of the Department. Actual or attempted assignment or delegation by the Contractor without consent shall constitute a material breach of this Agreement.

4.5 AMENDMENTS

This Agreement may not be modified except by amendment made in writing and signed by both parties or their duly authorized representatives.

4.6 WAIVER OF BREACH

The waiver by the Department of a breach of any provision of the Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by an authorized representative of the Department.

4.7 NOTICES

All notices given under the terms of this Agreement shall be in writing and sent by United States certified mail, sufficient postage prepaid, to the other party at the address set forth on the signature page of this Agreement, or to such other addresses as the parties shall designate in writing from time to time.

4.8 ENTIRE AGREEMENT

This written Agreement represents the entire agreement between the parties, and any prior or contemporaneous representatives, promises or statements by the parties that are not incorporated herein shall not serve to vary or contradict the terms of this Agreement.

4.9 TERMINATION

This Agreement may be terminated at any time upon the mutual written consent of the parties, or by either party, with or without cause, upon (10) days written notice to the other party. In the event of termination neither party shall be under further obligation to the other party.

4.10 NONDISCRIMINATION

The Contractor and any of its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin of the employee or applicant. The Contractor assures that it will comply as applicable with Americans with Disabilities Act of 1990 and its implementing regulations.

4.11 DRUG-FREE WORKPLACE POLICY

The Contractor assures the Department that it has and does maintain a Drug-Free Workplace Policy and that it will provide the Department with a copy of the policy upon request by the Department.

Executed by the parties or their duly authorized representatives on the dates indicated below.

FOR THE DEPARTMENT:

BY CONTRACTOR:

(Authorized Representative)

(Signature)

Richard P. Nelson

Director

Department of Health & Human Services

Regulation and Licensure

301 Centennial Mall South

P.O. Box 95007

Lincoln, NE 68509-5007

Title _____

Address _____

Federal ID/SS 47-6006205

Date _____

Date _____

R E S O L U T I O N 2002-373

WHEREAS, the Grand Island Fire Department has received notification that they have been awarded up to \$18,000 in grant funds from the Nebraska Health and Human Services System Regulations and Licensure Emergency Medical Services Program; and

WHEREAS, the funds are to be used for the purchase of nine (9) Automatic External Defibrillators (AED) and related equipment; and

WHEREAS, the payment of up to \$18,000 in grant funding is contingent on the execution of an agreement between the Nebraska Health and Human Services System Regulations and Licensure Department and the Grand Island Fire Department; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval be granted to utilize up to \$18,000 of grant funds received from the Nebraska Health and Human Services System Regulations and Licensure Emergency Medical Services Program for the purchase of nine (9) Automatic External Defibrillators (AED) and related equipment; and the Mayor is hereby authorized to execute such agreement on behalf of the Grand Island Fire Department.

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Adopted by the City Council of the City of Grand Island, Nebraska on December 3, 2002.

RaNae Edwards, City Clerk

Approved as to Form ? _____ November 27, 2002 ? City Attorney
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