Hem# 4-4

City of Carson City Agenda Report

Date Submitted: 02/05/09

Agenda Date Requested: 01/27/09

Time Requested: Consent

To: Carson City Board of Supervisors

From: Health and Human Services Department

Subject Title: Action to approve a grant award in the amount of \$5,000.00 from the National Association of County and City Health Officials, for the Medical Reserve Corp.

Staff Summary: These funds will be used to build the capacity of our local Medical Reserve Corp.

Type of Action Requested:	(check one)	
() Resolution	Ordinance	
(X_) Formal Action/Mo	otion () Other (Spec	ify)
Does This Action Require A Busi	ness Impact Statement:	() Yes (_X) No

Recommended Board Action: I move to approve a grant award in the amount of \$5,000.00 from the National Association of County and City Health Officials, for the Medical Reserve Corp.

Explanation for Recommended Board Action: Medical Reserve Corp (MRC) units are community-based and function as a way to locally organize and utilize volunteers who want to donate their time and expertise to prepare for and respond to emergencies and promote healthy living throughout the year. MRC volunteers supplement existing emergency and public health resources and includes volunteers from many occupations: physicians, nurses, pharmacists, dentists, veterinarians, and epidemiologists as well as community members, interpreters, chaplains, administrative support, and others.

This year the Health & Human Services Department plans to focus energy on recruiting, obtaining additional training for National Incident Management System (NIMS) compliance and skill building for response training. The participation of our MRC volunteers is relied on heavily during our public health preparedness exercises within Carson City. The funds obtained under this award will be used to supplement the training and activities for the MRC unit in Carson City.

Applicable Statue, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: \$5,000.00, which will be reimbursed from the grant.

which is July 31,2009.	the expiration of the Term of Agreement,
Funding Source: National Association of County and	City Health Officials (No match required)
Alternatives: Do Not Approve	
Supporting Material: NACCHO agreement	
Prepared By: Marena Works	
(City Manager) (District Attorney) (Finance Director)	Date: $1-27-09$ Date: $1-27-09$ Date: $1-27-09$ Date: $1-27-09$
Board Action Taken:	
Motion:	Aye/Nay
(Vote Recorded By)	

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

CONTRACT # MRC 090488

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 Carson City Health and Human Services ("Organization"), with its principal place of business at 900 E. Long St., Carson City, NV 89706.

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. <u>ORGANIZATION'S OBLIGATIONS</u>: 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. <u>TERM OF AGREEMENT</u>: The term of the Agreement shall be begin on January 1, 2009 and shall continue until July 31, 2009 (the "Term").
- 3. <u>PAYMENT FOR SERVICES</u>: In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Five Thousand Dollars (\$5,000). Payment will be made before the expiration of the Term of the Agreement.
- 4. <u>REVISIONS AND AMENDMENTS</u>: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
- 5. <u>ASSIGNMENT</u>: Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.
- 6. <u>INTERFERING CONDITIONS</u>: 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. <u>ENTIRE AGREEMENT</u>: 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. <u>GOVERNING LAW</u>: 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. <u>DEBARRED OR SUSPENDED ORGANIZATIONS:</u> 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. <u>AUDITING</u>: 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. <u>NOTICE:</u> 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:
Carson City Health and Human Services
Stacey A. Belt
MRC Leader/Public Health Preparedness Planner
900 E. Long St.
Carson City, NV 89706
Tel. 7758872190

Ext.

17. <u>AUTHORITY TO BIND PARTY</u>: Each party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such party.

NACCHO:		ORGANIZA	ATION:
Authorized S	Signature:	Authorized S	Signature:
Ву:		Ву:	
Name:	John Mericsko	Name: Stacey	
Title: Planner	Chief Financial Officer	Title: MRC	Leader/Public Health Preparednes
Organization: Services	National Association of County	Organization:	Carson City Health and Human
	and City Health Officials		
Address:	1100 17 th Street, NW	Address:	900 E. Long St.
	Second Floor		G
	Washington, DC 20036		Carson City, NV 89706
Phone:	202-507-4246	Phone:	
Fax:	202-783-1583	Fax:	
EIN:	52-1426663	EIN:	88-6000189
Date:		_ Date:	

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CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that **Carson City Health and Human Services** 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
Organization	DATE SIGNED