



To: Mayor and Council

Agenda Item #: IV. G.

From: Jeff Brown, Community Health Administrator

Action

Discussion

Date: January 20th, 2015

Information

Subject: Approve 2015-2016 Minnesota Department of Health Maternal Child Health Block Grant.

Action Requested:

Adopt Resolution No. 2015-14 authorizing the City to enter into the attached Minnesota Department of Health Community Health Board Grant Project Agreement for Maternal Child Health Block Grant for 2015-2016.

Information / Background:

The federal Maternal and Child Health (MCH) Block Grant is designed to help states ensure the health of all its mother and children, with a special focus on the most vulnerable populations - those that are hard-to-reach, low-income, children with special health care needs and/or racial and ethnic minority populations. Edina has utilized this funding source since 1986, contracting with the City of Bloomington for public health nursing staff to perform these duties. Bloomington Public Health tracks expenses and invoices the Minnesota Department of Health (MDH) on behalf of Edina for services provided in the City. Historically, an annual letter of assignment indicating that this arrangement would continue was sufficient for MDH records, but that has changed. MDH is moving to utilizing more formal Grant Project Agreements for all grants issued to local health departments. The attached Grant Project Agreement must be signed and submitted before any grant funds will be reimbursed. This Grant Project Agreement is a format change only, and will not affect programming or operations. The grant period is for January 1st, 2015 through December 31st, 2016 totaling \$74,554.

The City Attorney has reviewed and approved the Grant Project Agreement.

Attachments:

Resolution No. 2015-14

Minnesota Department of Health Community Health Board Grant Project Agreement

RESOLUTION NO. 2015-14
AUTHORIZING THE CITY OF EDINA
TO ENTER INTO A TITLE V MATERNAL CHILD HEALTH GRANT
PROJECT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF HEALTH

WHEREAS, the STATE, pursuant to Minnesota Statutes 144.0742, is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services, and

WHEREAS, the STATE and the CITY OF EDINA have entered into a Master Grant Contract effective January 1, 2015; and

WHEREAS, the STATE provides the CITY OF EDINA Maternal Child Health Block Grant funds to help ensure the health of all its mothers and children, with a special focus on the most vulnerable populations - those that are hard-to-reach, low-income, children with special health care needs and/or racial and ethnic minority populations;

NOW, THEREFORE, BE IT RESOLVED, by the Edina City Council that the Mayor and the City Manager enter into a Title V Maternal Child Health Block Grant Project Agreement with the Minnesota Department of Health to address these local public health responsibilities from January 1st, 2015 – December 31st, 2016 for the City of Edina.

Passed and adopted this 20th day of January, 2015.

ATTEST: _____

Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of January 20th and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 2015.

City Clerk

Minnesota Department of Health Community Health Board Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("STATE") and City of Edina Community Health Board, an independent organization, not an employee of the State of Minnesota, address 4801 W 50th Street, Edina, MN 55424 ("GRANTEE").

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE have entered into Master Grant Contract number 12-700-00078 ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to Minn. Stat. § 145.882 is empowered to distribute federal Title V Maternal and Child Block Grant funds to Community Health Boards to support maternal and child health efforts; and
4. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1. ***Incorporation of Master Grant Contract.*** All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. ***Term of Agreement.***
 - 2.1 ***Effective date.*** This grant project agreement shall be effective on January 1, 2015, **or the date the STATE obtains all required signatures under Minnesota Statutes 16B.98. Subd. S(a), whichever is later. The GRANTEE must not begin work until this contract is fully executed and the State's Authorized Representative has notified the GRANTEE that work may commence.**
 - 2.2 ***Expiration date.*** December 31, 2016, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.
3. ***Grantee's Duties and Responsibilities.*** The GRANTEE shall: complete the duties as set forth in Exhibit A, which is attached and incorporated into this grant project agreement .
4. ***Consideration and Payment.***
 - 4.1 ***Consideration.*** The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:
 - (a) ***Compensation.*** The GRANTEE will be paid according to the amount determined annually for the GRANTEE's portion of the federal Title V Maternal and Child Health Block Grant allocation. Award amount for January 1, 2015 through December 31, 2015 is \$37,277 dollars and from January 1, 2016 through December 31, 2016 is \$37,277. **Administrative costs cannot exceed 10 percent of the subtotal of expenses invoiced.**
 - (b) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed \$74,554 dollars.

4.2 Terms of Payment.

(a) *Invoices.* The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: The GRANTEE will submit invoices within 30 days of the end of the invoice period to Health.LPHAinvoiceSubmission@state.mn.us. The GRANTEE will choose either to submit invoices on a monthly or a quarterly basis and will hold to this schedule unless a request to change is submitted to the STATE's Authorized Representative.

(b) *Matching Requirements.* GRANTEE certifies that the following matching requirement, for the grant, will be met by GRANTEE: The GRANTEE will provide at least a 50 percent match for the federal funds received through this agreement. Non-federal funds must be used to meet match requirements. Funds used to meet match must be funds used for maternal and child health, including children and youth with special health needs as outlined in M.S. 144.882, subdivision 7.

(b) *Federal Funds.* Payments under this grant project agreement will be made from federal funds obtained by the STATE through Title V, CFDA number 93.994 of the Social Security Act of 1935, including public law and all amendments. The Notice of Grant Award (NGA) number is 1B04MC28107. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the STATE to the GRANTEE. In the event of such a termination, GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

5. **Conditions of Payment.** All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.
6. **Ownership of Equipment.** Disposition of all equipment purchased under this grant project agreement shall be in accordance with Code of Federal Regulations, Title 45, Part 74, Subpart C. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.
7. **Authorized Representatives.**
 - 7.1 *STATE's Authorized Representative.* The STATE's Authorized Representative for purposes of administering this grant project agreement is Janet Olstad Assistant Division Director, P.O. Box 64882, St. Paul MN 55164-0882, 651-201-3584 janet.olstad@state.mn.us, or her successor, and has the responsibility to monitor the GRANTEE's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.
 - 7.2 *GRANTEE's Authorized Representative.* The GRANTEE's Authorized Representative is Jeffrey Brown, CHS Administrator, 4801 West 50th Street, Edina, MN 55424, 952-826-0466, jbrown@EdinaMN.gov, or his successor. The GRANTEE's Authorized Representative has full authority to represent the GRANTEE in fulfillment of the terms, conditions, and requirements of this agreement. If the GRANTEE selects a new Authorized Representative at any time during this grant project agreement, the GRANTEE must immediately notify the STATE.

8. Termination

8.1 *Termination by the STATE.* The STATE or GRANTEE may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

8.2 *Termination for Cause.* If the GRANTEE fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

8.3 *Termination for Insufficient Funding.* The STATE may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the GRANTEE. The STATE is not obligated to pay for any work performed after notice and effective date of the termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same.

9. **Publicity.** Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the STATE'S Authorized Representative. If federal funding is being used for this grant project agreement, the federal program must also be recognized.

JO. Other Provisions. Materials developed by Title V funds and matching funds will be part of the public domain and will be accessible to the public as financially reasonable. Materials developed by the Title V funds and/or matching funds may be reproduced and distributed by the GRANTEE to other agencies and providers for a profit as long as the revenues from such sale are expended on maternal and child health services.

IN WITNESS WHEREOF, the parties have caused this project agreement to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE

The Grantee certifies that the appropriate persons(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

2. STATE AGENCY

Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

- MDH (Original/fully executed Grant Project Agreement)
- Grantee
- State Authorized Representative