



To: **MAYOR AND COUNCIL**

Agenda Item #: VIII. A.

From: **Jeff Brown, Community Health Administrator**

Action
Discussion
Information

Date: January 20th, 2015

Subject: Bloomington Public Health Presentation and Agreement

Action Requested:

Renew Community Health Services Agreement with Bloomington Public Health Division for \$203,645 for calendar year 2015.

Information / Background:

The 2015 cost is \$203,645 which allows for a 2.5% increase from the 2014 cost. The costs for these services are offset by Edina's 2015 Local Public Health Grant funding of approximately \$118,900 and the local general fund match required by the Local Public Health Act.

Community Health Services are delivered to Edina residents of all ages through senior health promotion, vulnerable adult assessments, public health nurse clinics, high risk home assessments, and community health educational opportunities. In addition, Bloomington Public Health works closely with Edina schools and daycares to increase youth assets and help prevent high risk behaviors, they provide outreach to new parents with high risk children, and administer the WIC Program, a food and nutrition program for pregnant women, infants and children in need. Services such as health screenings, health promotions and immunizations for elderly are coordinated with the Edina Senior Center and senior living complexes. The public health nurses also coordinate with Edina Police, Fire and Health Departments regarding vulnerable adult assessments, partner with the Edina Resource Center to connect residents with resources and services, and counsel with parish nurses and faith communities.

The Community Health Commission met with Bloomington Public Health management on November 3, 2014 to review and evaluate the contracted community health services and programs. The Commission recommended renewing the contract with Bloomington Public Health for 2015.

The City Attorney has reviewed and approved the agreement.

ATTACHMENTS (pdf):

Community Health Services Agreement

Community Health Committee Minutes November 3rd , 2014

AGREEMENT BETWEEN
THE CITIES OF BLOOMINGTON AND EDINA
TO PROVIDE LOCAL PUBLIC HEALTH SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, _____, by and between the City of Bloomington, a Minnesota municipal corporation, in the County of Hennepin, State of Minnesota ("Bloomington"), and the City of Edina, a Minnesota municipal corporation, in the County of Hennepin, State of Minnesota ("Edina").

WITNESSETH:

WHEREAS, Bloomington warrants and represents that its Division of Public Health is a public health agency operating in accordance with all applicable federal and state requirements; and

WHEREAS, Bloomington provides local public health services, including, but not limited to public health nursing services (including home visits), public health clinics, health education, health promotion services, disease prevention and control, health planning, and program administration; and

WHEREAS, Edina wishes to promote, support, and maintain the health of its residents by providing local public health services such as health education, communicable disease programs, public health nursing services, health assessment, counseling, teaching, and evaluation in the community, home and clinic setting at a nominal fee to those making use of such services, and to contract with Bloomington, through its Division of Public Health, to provide such services to residents of Edina; and

WHEREAS, the governing bodies of Bloomington and Edina are authorized by Minnesota Statutes, Section 145A.04, Subdivision 5, and by Minnesota Statutes, Section 471.59, Subdivision 10, to provide local public health services and to enter into agreements with each other for the provision of local public health services by Bloomington to residents of Edina; and

WHEREAS, through this contractual arrangement the provision of local public health services will enable Edina to document progress toward the achievement of statewide outcomes, as stated in Minnesota Statutes, Section 145A.10, Subdivision 5.

NOW, THEREFORE, the parties hereto, and for consideration of the covenants hereinafter set forth, agree as follows:

I. TERM OF AGREEMENT

1. This Agreement shall be for a period from January 1, 2015, to December 31, 2015.

II. DUTIES OF THE PARTIES

2. Bloomington, through its Division of Public Health, agrees to provide residents of Edina with local public health services (hereinafter called "Public Health Services"), which includes activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources, and by extending Public Health Services into the community.

3. Bloomington agrees to provide Public Health Services to the residents of Edina utilizing the same quality and kind of personnel, equipment and facilities as Public Health Services are provided and rendered to residents of Bloomington.

4. Bloomington shall provide the Public Health Services pursuant hereto on a confidential basis, using capable, trained professionals.

5. All Public Health Services to be rendered hereunder by Bloomington shall be rendered pursuant to and subject to public health policies, rules, and procedures now or hereafter, from time to time, adopted by the Bloomington City Council, and in full compliance with all applicable state and federal laws, provided, however, that (i) no policy, rule, or procedure hereafter adopted by the Bloomington City Council shall in any way affect, modify, or change the obligations, duties, liabilities, or rights of the parties hereto as set out in this Agreement, or reduce or detract from the kind, quality, and quantity of Public Health Services to be provided

hereunder by Bloomington to residents of Edina, and (ii) all such policies, rules and procedures shall be uniformly applied to all persons receiving Public Health Services.

6. Edina agrees to pay Bloomington, for Public Health Services provided pursuant to this Agreement according to the following terms:

- a. The annual sum of TWO HUNDRED THREE THOUSAND, SIX HUNDRED FORTY FIVE DOLLARS AND NO/100 (\$203,645) shall be paid in quarterly installments of FIFTY THOUSAND, NINE HUNDRED ELEVEN DOLLARS AND 25/100 (\$50,911.25) to Bloomington within fifteen (15) days of the receipt by Edina of the statements to be given pursuant to Paragraph 6.b hereof, subject, however, to the provisions of Paragraph 6.c hereof.
- b. On April 15, July 15, and October 15, 2015 and on January 15, 2016, Bloomington shall send Edina a statement, covering the period of three (3) calendar months preceding the month in which the statement is given.
- c. Should any dispute arise over this Agreement, Edina shall pay for any undisputed charges for the previous three (3) month period when due. Disputed amounts will be addressed by both parties. If no agreeable solution is reached, the dispute will be handled pursuant to Paragraph 24.

7. In the event Edina desires to inspect the financial books and records of Bloomington related to the provision of Public Health Services hereunder, Bloomington shall make its financial books and records available at the Bloomington City Hall for inspection and copying by Edina, or any agent, employee, or representative of Edina, during business hours.

8. It shall be the sole responsibility of Bloomington to determine the qualifications, functions, training, and performance standards for all personnel rendering Public Health Services under this Agreement.

9. Bloomington will communicate with Edina relative to Public Health Services to be performed hereunder, in the form of reports, conferences, or consultations, as Edina shall request. All reports relating to the provision of Public Health Services that are given by

Bloomington to the Bloomington City Council or to the City Manager during the term of this Agreement shall also be given to Edina.

10. Bloomington also agrees to send to Edina an annual report describing the Public Health Services performed pursuant to this Agreement. Said report shall be in such detail and form as Edina may reasonably request. Also, at Edina's request, made not more than two (2) times during the term of this Agreement, responsible administrative officers of Bloomington's Division of Public Health shall attend meetings of the Edina City Council, or appropriate board or commission, to answer questions and give further information relative to the activities performed and Public Health Services rendered under this Agreement.

11. Bloomington, through its Division of Public Health, will also provide services to Edina for Title V Maternal Child Health (MCH) and Temporary Assistance to Needy Families (TANF) to qualifying women, infants and children and adolescents. Edina agrees to assign its rights to Minnesota Department of Health (MDH) funding provided for the MCH and TANF programs for fiscal year 2015. Bloomington will complete all required services, reports and documentation for these programs and will directly invoice MDH for the MCH and TANF services that Bloomington provides to Edina residents.

12. Bloomington hereby agrees to maintain in force its present policy of commercial general liability insurance in compliance with Minnesota Statutes, Section 466, and professional liability coverage in the amount of at least \$1,000,000 per occurrence for the term of this Agreement. Said policy shall be with an insurance company authorized to do business in Minnesota. If requested, Bloomington will provide a certificate of insurance evidencing such coverage. Upon request, Edina may be named as an additional insured on Bloomington's commercial general liability insurance only.

13. Bloomington shall further require medical malpractice insurance coverage by its physicians and other licensed professionals with whom Bloomington has a contract for professional services.

14. Bloomington and Edina understand and agree that each shall apply and qualify, independently and separately, for any and all grants, matching funds, and/or payments of all kind from state, federal, and other governmental bodies relating to, or for the provision of, any or all of the Public Health Services, and any and all such grants, matching funds, and payments shall belong to the recipient and be used and applied as the recipient thereof shall determine, without regard to this Agreement.

15. All notices, reports, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given when delivered personally to an officer of the party to which notice is being given, or when deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, addressed to the parties at the following addresses:

To Bloomington: 1800 West Old Shakopee Road
Bloomington, Minnesota 55431
Attention: City Manager

To Edina: 4801 West 50th Street
Edina, Minnesota 55424
Attention: City Manager

Such addresses may be changed by either party upon notice to the other party given as herein provided.

III. GENERAL PROVISIONS

16. Entire Agreement. This Agreement represents the entire Agreement between Edina and Bloomington and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

17. Americans With Disability Act. The parties agree to comply with the following laws and regulations:

- a. Edina agrees to comply with the Americans With Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Edina agrees to hold harmless and indemnify Bloomington from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by Edina.
 - b. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. Bloomington has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information contact the Human Services Division, City of Bloomington, 1800 Old West Shakopee Road, Bloomington, Minnesota 55431; telephone (952) 563-8700; TTY: (952) 563-8740.
 - c. Bloomington agrees to hold harmless and indemnify Edina from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought by third parties alleging violation of ADA by Bloomington.
 - d. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363A.
18. Non-Assignment. The parties agree that this Agreement shall not be assignable except at the written consent of both parties.
19. Scope of Agreement. This Agreement represents the entire Agreement between Edina and Bloomington and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments,

addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

20. Minnesota Government Data Practices Act. Edina will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes, as amended.

21. Assignment. This Agreement shall not be assignable except with the written consent of Bloomington.

22. Examination of Documents. The books, records, documents, and accounting procedures of Edina, relevant to this Agreement, are subject to examination by Bloomington, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5.

23. Liability for Edina and Bloomington shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466. Nothing in this Section is intended or shall operate as a waiver of any defenses or limitations on liability available under the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466. The provisions of this Section are not intended for the benefit of any third party. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

24. Mediation. Bloomington and Edina agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, MN 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

25. Adherence to City Policies. Edina agrees, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by Bloomington's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on Bloomington's property at all times while performing duties pursuant to this Agreement. Edina agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by Bloomington.

26. Severability. If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable such decision shall not affect the validity of any remaining terms or conditions in this Agreement.

27. Signatory. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. In the event Edina did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Edina, as set forth herein, personally. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

IV. TERMINATION

28. Either party may terminate this Agreement for any reason upon giving one hundred twenty (120) days advanced written notice to the other party. Upon such termination, all obligations and liabilities of the parties hereunder shall cease and terminate, except the provisions of Paragraph 11 and 12 hereof shall continue and survive such termination. Also, in the event of termination pursuant hereto, the quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Bloomington shall send to Edina, within thirty (30) days after such termination, a report in the form of, and in lieu of, the annual

report required by Paragraph 10 hereto, and Edina shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of report.

Bloomington reserves the right to cancel this Agreement at any time in event of default or violation by Edina of any provision of this Agreement. Bloomington may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their corporate seal to be affixed hereto the day and year first above written.

CITY OF BLOOMINGTON:

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its City Manager

Reviewed and approved by the City Attorney.

City Attorney

CITY OF EDINA:

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its City Manager

MINUTES
EDINA COMMUNITY HEALTH COMMISSION
CITY OF EDINA, MINNESOTA
EDINA SENIOR CENTER
MONDAY, NOVEMBER 3, 2014
6:30 PM

I. CALL TO ORDER

The meeting was called to order at 6:32 p.m.

II. ROLL CALL

Present: Melinda Bothun-Hurley, Kristen Conner, Cathy Cozad, Matt Doscotch, Nadia Martyn, Aditya Mittal, Ginny Ogle, Alison Pence, Magen Puerzer, Mike Sackett, Joel Stegner, Staff Liaison Jeff Brown

Guest speakers: Bill Neuendorf, Edina Community Development Director; Bonnie Paulsen and Lisa Brodsky, Bloomington Public Health

Absent: None

III. APPROVAL OF MEETING AGENDA

Member Bothun-Hurley approved the motion to approve the Agenda. Member Sackett seconded the motion. All voted aye. Motion carried.

IV. APPROVAL OF CONSENT AGENDA

A. Approval of October Minutes.

Member Bothun-Hurley approved the motion to approve the Minutes. Member Sackett seconded the motion. All voted aye. Motion carried.

V. COMMUNITY COMMENT

None

VI. REPORTS/RECOMMENDATIONS

A. Redevelopment Planning for Former Public Works Site

Bill Neuendorf, Edina Community Development Director.

- i. Fraeunshuh Construction has been chosen for developing the 3.3 acre site. The bus garage property is not included in the plan at this time. If that property becomes available during the design process, the scope of the development could expand. The details of the process will be announced pending City Council approval at tonight's meeting. There will be a public meeting on December 4. Details will be announced as developed. Additional meetings will be held in March, April, and May.

B. Bloomington Public Health (BPH) Update

Bonnie Paulsen, Lisa Brodsky, Bloomington Public Health

i. Emergency Preparedness/Ebola

See PowerPoint handout of the slides.

Mass dispensing drill – targeting those that cannot come to mass distribution center by using ‘Closed Points of Distribution’, like Sr. Living Facilities.

Ebola – Worldwide: total of 13,000 cases/5,000 deaths. Symptoms are similar to influenza except for abnormal bleeding. It is spread by direct contact with bodily fluid. It cannot be spread unless symptomatic. No confirmed cases of Ebola in Minnesota.

ii. Bloomington Update

Flu shots are not being given at the Edina schools this year but are being given at the Senior Center and other locations. This information is communicated via the website, Facebook and Twitter. Vaccinations are free to those without health insurance. Insurance is billed for those that have it. There are 4 types of vaccines offered. The pneumonia shot is offered at the Senior Centers.

Sage Clinic is located in Edina (near Fairview) and is open to people outside of BER (Bloomington, Edina, Richfield) but the majority of clients come from BER.

Vulnerable adults – most referrals come from the police and the sanitarians. BER have the highest breast feeding initiative rating. 88% are still breastfeeding at 3 months compared to the state average of 76%.

BPH is preparing to go through the accreditation process. Edina can also be accredited (working with Staff Liaison Brown). While accreditation is voluntary at this time, it may be beneficial to secure future funding.

A focus of BPH is to bring funding back to drug/alcohol education. If you know of grant opportunities, please refer them to BPH.

C. Edina Vision Process Discussion

Member Cozad expressed that she liked how demographics were represented and that the process will provide influence over what Edina’s future will look like. Member Stegner noted that the eastern part of the city is experiencing lots of changes which can appeal to all kinds of people. Healthy people should be key vision for the future.

Additional meetings:

Vision Edina community workshops for the general public are scheduled for:

- Wednesday, Nov. 5, Senior Center, 7-8:30 p.m.
- Thursday, Nov. 6, Edina Library, 5280 Grandview Square, 1:30-3 p.m.

- Wednesday, Nov. 19, Senior Center, 7-8:30 p.m.

Email updates can be obtained by registering at:

http://edinamn.gov/index.php?section=vision_edina

D. Work Group Updates

i. Youth

Students will be presenting information on drug/alcohol use education at the December CHC meeting (televised). The students will plan to meet with the Youth work group on November 13 at 6:30 p.m. Staff Liaison Brown will secure a location for that meeting.

ii. General/Senior

No new report.

iii. Communications -

The modifications to the website are a significant improvement, but the CHC discussed including more content. Notable things could include the annual work plan. Posting additional documents, such as Advisory Communications and Recommendations to the Council are another possible improvement. Member Doscotch will work on narrative that further clarifies some of the posted information on the website for consideration by the CHC in early 2015. Member Stegner asked for a motion to have two 2014 Advisory Communications posted immediately on the website. There was no second to the motion. A CHC member asked for analytics on website usage. Staff Liaison Brown will check on that.

It is National Public Health week in April.

VII. CORRESPONDENCE

None.

VIII. CHAIR AND COMMISSION MEMBER COMMENTS

Metro Shape survey is now being done (7 county area).

Staff Liaison Brown indicated that the contract between Edina and BPH is up for renewal. Member Doscotch made the motion to recommend that City Council renew the contract with BPH for 2015. Member Stegner seconded the motion. After discussion, all voted aye. Motion carried.

IX. STAFF COMMENTS

A. Noise Complaints

There have been complaints about the high school football stadium PA and music noise. A new PA system is being used and volume control is being worked on. There is a playoff game on November 6th that will be monitored.

B. Medical Consultant

Staff Liaison Brown will be meeting with the city's medical consultant on Friday at HCMC.

Also, consider if the CHC meeting should be changed to another day for next year.

X. ADJOURNMENT

Member Martyn motion to adjourn. Member Cozad seconded the motion. All voted aye. The meeting was adjourned at 8:50 p.m.