



To: Mayor and Council

Agenda Item #: IV. C.

From: Jeff Brown (for Cheryl Engelman)
Assistant City Sanitarian

Action

Discussion

Date: August 5, 2013

Information

Subject: Resolution No. 2013-60 Authorizing Public Health Emergency Preparedness Grant Project Agreement

Action Requested:

Adopt Resolution No. 2013-60 authorizing the City of Edina to enter into a Public Health Emergency Preparedness Grant Project Agreement with the Minnesota Department of Health (MDH) and receive grant funding of \$38,277

Information / Background:

The City of Edina receives funding from the Minnesota Department of Health for Public Health Emergency Preparedness to continue preparing for response to bioterrorism, infectious diseases, mass dispensing, and other threats to public health. The amount of funding for 2013-2014 is \$38,277. This is the twelfth year of the Public Health Emergency Preparedness Grant.

As in the past, the grant money will be used specifically to cover costs of the Public Health Emergency Preparedness contract with the City of Bloomington, Edina Health Division staff training, emergency preparedness supplies, and administration of the grant.

The City Attorney has reviewed and approved the Agreement.

Additional Information / Background:

Resolution No. 2013-60

Minnesota Department of Health Grant Project Agreement

RESOLUTION NO 2013-60
AUTHORIZING THE CITY OF EDINA
ENTER INTO A PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT PROJECT
AGREEMENT WITH THE MINNESOTA DEPARTMENT OF HEALTH
CITY OF EDINA

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, 2009, and

WHEREAS, the STATE has entered into an agreement with the Centers of Disease Control and Prevention (CDC) to assist local health departments in demonstrating measurable and sustainable progress toward achieving public health preparedness capabilities and other activities that promote safer and more resilient communities, and implement and carry out the CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning, and

WHEREAS, the City of Edina represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, BE IT RESOLVED, by the Edina City Council that the Mayor and the City Manager enter into Public Health Emergency Response Grant Agreement with the Minnesota Department of Health to successfully complete administrative and programmatic duties contained within this grant agreement.

Passed and adopted this 5th day of August 2013.

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 August 5, 2013, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this ____ day of _____, 2013.

City Clerk

Minnesota Department of Health
Grant Project Agreement for Community Health Boards
Public Health Emergency Preparedness (PHEP) Award

THIS GRANT PROJECT AGREEMENT(Grant Agreement), and amendments and supplements thereto, is between the State of Minnesota, acting through its Commissioner of Minnesota Department of Health (hereinafter “STATE”) City of Edina Community Health Board, an independent organization, not an employee of the State of Minnesota, address 4801 W. 50th St. Edina, MN 55424, (hereinafter “GRANTEE”), witnesseth that:

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

WHEREAS, the STATE and the GRANTEE have entered into Master Grant Contract Number 12-700-00078 (hereinafter “MASTER GRANT CONTRACT”) effective January 1, 2009 and or any successor Master Grant Contract;

WHEREAS, the STATE has entered into a Public Health Emergency Preparedness Cooperative Agreement with the Centers for Disease Control (CDC) under the Catalog of Domestic Assistance Number : # 93.069 to demonstrate measurable and sustainable progress in the implementation and execution of the *CDC’s Public Health Preparedness Capabilities: National Standards for State and Local Planning* . (hereafter, Preparedness Capabilities). Funding and activities for this agreement authorized under Section 319C of the Public Health Service (PHS) Act as amended by the Pandemic and All-Hazards Preparedness Act of 2006 (PAPHA). If applicable, contingent supplemental emergency response awards are authorized under 317 (a) and 317 (d) of the Public Health Services Act subject to available funding and appropriation requirements and limitations.

WHEREAS this Grant Agreement serves as a continuation of the activities of Budget Period (BP) 1 designed to develop sustain and demonstrate progress toward achieving the public health and preparedness capabilities;

WHEREAS throughout the four (4) years of the remaining project period, CDC’s commitment to continuation of awards will be conditioned on the availability of funds, evidence of satisfactory progress by the recipient and all sub-recipients (as documented in required reports, plans, benchmarks and other deliverables), and the determination that continued funding is in the best interest of the federal government;

WHEREAS this Grant Agreement may be amended throughout the remaining four (4) year budget periods (BP) for changes grant duties, reporting requirements and or additional funds based upon continuing funding from CDC;

WHEREAS the terms and conditions of the funding require that any recipient of federal funding must perform a substantial role in performing and carrying out all work under the Public Health Emergency Preparedness (PHEP) grant and may not merely serve as a conduit for payment of the award or portion thereof to another party or provider to perform the recipient’s contractual duties. This requires that all recipients are fully capable of performing all of the grant duties within their own agency with existing agency resources;

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

I. INCORPORATION OF MASTER GRANT CONTRACT. Clauses II and IV through XV of the MASTER GRANT CONTRACT are hereby incorporated by reference into this project agreement. Whenever the phrase “this grant contract” is incorporated by reference, it shall be interpreted to mean “this project agreement.”

II. GRANTEE’S DUTIES. In the performance of this Grant Agreement, time is of the essence.

GRANTEE shall:

1. GRANTEE shall comply with all applicable laws, rules, regulations, programmatic standards, and metrics, including benchmarks applicable to this funding source and the subject matter contained in the contract. GRANTEE shall document and demonstrate that they have met a federally required benchmark by providing complete and accurate information describing how the benchmark was met.
2. GRANTEE shall perform and accomplish such purposes and activities as specified in the *CDC’s Public Health Preparedness Capabilities: National Standards for State and Local Planning* which are fully incorporated for reference into this grant agreement and are on file with the STATE at the Minnesota Department of Health’s Office of Emergency Preparedness (OEP) 625 Robert Street N., St. Paul, MN 55164. Prior to June 30, 2017 the GRANTEE shall demonstrate to the STATE’s satisfaction that they have obtained operational capacity and have implemented all the Preparedness Capabilities identified by CDC and the State as County/City/Tribal Health Department Responsibilities into on- going agency operations.
3. GRANTEE shall comply with all requirements established by the CDC; these requirements are fully incorporated by reference into this grant agreement as on file with the STATE at OEP and posted to the MDH Workspace.
4. GRANTEE shall comply with all requirements established by OEP and shall proactively work in collaboration with OEP throughout the effective period of this Grant Agreement and each Budget Period. The GRANTEE shall follow direction/instruction provided by OEP and shall use and incorporate guidance, job aids, tools, metrics, assessments and/-or other materials provided or distributed by OEP into plans, work plans, and deliverables. The GRANTEE shall proactively engage in consultations with Public Health Preparedness Consultants (PHPC) and/-or OEP subject matter experts to ensure successful completion of this Grant Agreement.
5. In accordance with GRANTEE’S approved work plan, approved training and exercise plan, After Action Reports (AAR), Improvement Plans (IP) and deliverables GRANTEE shall demonstrate measurable and sustained progress throughout the effective period of the Grant Agreement and each Budget Period toward achieving, implementing, maintaining and sustaining compliance with the public health emergency preparedness capabilities, activities, benchmarks and/-or performance measures established by CDC or OEP.
6. The GRANTEE shall complete the following administrative duties (AD):

AD-1 GRANTEE’s Authorized Representative shall actively oversee and assure the successful completion of this Grant Agreement including the accurate and timely submission of all deliverables and grant related documents, including but not limited to invoices, exercise documentation, plans and reports required in the performance of this grant agreement. The GRANTEE’S Authorized Representative shall also designate and assign a backup person with the knowledge and authority to oversee and assure the

successful completion of the Grant Agreement in the absence of the GRANTEE'S Authorized Representative.

- AD-2 GRANTEE shall appropriately obligate and appropriately spend grant funds by the end of each budget period as directed by the STATE. Payments under this contract will be made from federal funds obtained by the STATE through Title 42 United States Code, CFDA # 93.069 of the PHS Act as amended. GRANTEE accepts sole financial and legal responsibility for any requirements, fines, penalties or sanctions imposed by the GRANTEE'S failure to comply with any or all applicable federal or state requirements including actions of sub-grantees or independent contractors paid in whole or in part from grant funds. Grant funds may not be used to supplant or supplement funding in other areas.
- AD-3 GRANTEE must maintain active status in Federal System for Award Management (SAM) formerly the Central Contractor Registry (CCR) and maintain the registration with current information at all times and shall provide verification of registration and status as directed by the STATE. Website information on SAM is available at www.sam.gov.
- AD-4 GRANTEE shall maintain original source documentation for all grant funds and grant related activities. The GRANTEE shall ensure that these records will be provided to the STATE or Federal Funding Agency immediately upon request.
- AD-5 GRANTEE shall supply any additional information that may be requested by the STATE or Federal Funding Agency as it relates to the GRANTEE'S public health preparedness, response capabilities, preparedness milestones, benchmarks, resource assessments, or evidence-based deliverables such as plans, procedures, survey responses, exercises, training records, audits or other documents apparent or necessary to the successful completion of the GRANTEE'S duties or grant oversight.
- AD-6 GRANTEE shall participate in site visits, monitoring calls or visits, financial and programmatic reviews, evaluations, training sessions, regional and or statewide exercises, surveys, assessments, conference calls and meetings as requested or required by the STATE or Federal Funding Agency.
- AD-7 GRANTEE shall submit a properly completed budget and detailed budget justification for each budget period covering each award amount in accordance with the budget instructions provided. Any request to amend any portion of the budget must be submitted in writing, the revised budget must be in same format and structure as the original budget, and must include supporting documentation for the requested change or changes. The Revised budget must total the award amount. Non-emergency budget amendments will not be allowed within the last sixty days (60) days of any budget period.
- AD-8 GRANTEE shall submit clear, concise and complete reports, invoices and supporting documentation as directed by the STATE. All reports, invoices and supporting documentation shall be submitted in the manner and format as directed by the STATE. GRANTEES with multiple county members must complete and submit one (1) properly completed submission for the entire community health board. Grant reporting requirements are subject to change. In the event of an emergency or business continuity interruption, the STATE expressly reserves the right to extend the due date of any grant duty or deliverable without a formal amendment within the same budget period for a period not to exceed ninety (90) days. In the event of an emergency or business continuity interruption, the STATE expressly reserves the right to reduce or suspend any grant duty or deliverable within the same budget period without a formal amendment.

AD-9 GRANTEE shall update MDH Workspace, MNTrac and MN.TRAIN accounts, role matrices, 24/7 contact information and provide other required information within ten (10) calendar days of any changes of appointment of new staff, or change of status of existing staff. GRANTEE shall deactivate access on or prior to the final day of staff employment or assignment requiring access to MDH Workspace or MNTrac. For MN.TRAIN, GRANTEE shall notify the State MN.TRAIN Administrator to remove user from assigned group on or prior to the final day.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed by GRANTEE pursuant to this Grant Agreement shall be paid by the STATE as follows:

1. Compensation. The total obligation of the STATE for all compensation and reimbursement to GRANTEE shall not exceed Thirty-eight thousand two hundred seventy-seven dollars (\$38,277).

Budget Period Award Amounts

Each specific Budget Period award is available only for the specific Budget Period in for which it was awarded. Funds remaining and not fully liquidated at the end of each Budget Period will be cancelled and will not be available to the GRANTEE in any subsequent Budget Period.

Award Name	Budget Period	Award Amount
Budget Period 2 PHEP	Budget Period 2 July 1, 2013-June 30, 2014	\$28,592
Budget Period 2 CRI	Budget Period 2 July 1, 2013-June 30, 2014	\$9,685
Budget Period 3 PHEP	Budget Period 3 July 1, 2014-June 30, 2015	\$ To Be Determined
Budget Period 3 CRI	Budget Period 3 July 1, 2014-June 30, 2015	\$ To Be Determined
Budget Period 4 PHEP	Budget Period 2 July 1, 2015-June 30, 2016	\$ To Be Determined
Budget Period 4 CRI	Budget Period 2 July 1, 2015-June 30, 2016	\$ To Be Determined
Budget Period 5 PHEP	Budget Period 2 July 1, 2016-June 30, 2017	\$ To Be Determined
Budget Period 5 CRI	Budget Period 2 July 1, 2016-June 30, 2017	\$ To Be Determined

B. Terms of Payment The STATE shall make payment as follows:

1. Payments are to be made from federal funds obtained by the State through Section 319C of the PHS Act, as amended by the PAPH Act amendments thereto. CFDA # 93.069.
2. All financial transactions will be on a reimbursement basis only.

3. Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S Authorized Representative pursuant to Clause V, except that the STATE reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified below.
4. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

Each Budget Period of this Grant Agreement is subject to the following invoice submission schedule. Invoices and supporting documentation are required to be received at OEP on or before the deadline listed below.

Invoice Submission Schedule

Invoice Due	Invoice Activity Period	Deadline for receipt at OEP
1st Quarter	July 1 -30 September	30 October
2nd Quarter	October 1- December 31	31 January
3rd Quarter	January 1- March 31	30 April
4th Quarter/ BP Final Invoice	April 1- June 30	30 July

IV. TERM OF AGREEMENT. This Grant Agreement shall be effective on July1, 2013, **or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subd. 2, whichever occurs later**, and shall remain in effect until June 30, 2017 except for the requirements specified in this project agreement with completion dates which extend beyond the termination date specified in this sentence. GRANTEE understands that NO work should begin under this Grant Agreement until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE.

V. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this Grant Agreement is Cheryl Peterson Kroeber or her successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify continuing payment as outlined in Clause III, B. GRANTEE'S Authorized Representative for purposes of administration of this Grant Agreement is Sherry Engelman or her successor. The GRANTEE'S Authorized Representative shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions, and requirements of this project agreement.

VI. CANCELLATION.

- A. If the GRANTEE fails to comply with the provisions of this Grant Agreement, the STATE may terminate this 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.

- B. The STATE or GRANTEE may cancel this Grant Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party.
- C. Should this Grant Agreement be terminated or canceled effective before June 30, 2017, the GRANTEE shall, within forty-five (45) days of the date of effective termination or cancellation, refund to the STATE all remaining unexpended monies received from the STATE under this Agreement.
- D. The STATE shall pay the GRANTEE for services satisfactorily performed pursuant to this Grant Agreement before the effective date of termination or cancellation.

VII. AMENDED STATUTES, REGULATIONS AND RULES. As used in this Grant Agreement, the term "Modified Law" means laws that become effective while this Agreement is in effect, including Minnesota and United States statutory amendments and new statutes, rule amendments and new rules in Minnesota Rules, and federal regulatory amendments and new federal regulations. Notwithstanding anything in clauses I through VI and VIII of this Agreement that conflicts with any Modified Law, GRANTEE agrees to comply with all Modified Law and GRANTEE understands and agrees that the STATE will comply with all Modified Law. The STATE will mail or deliver to GRANTEE a copy of all Modified Law affecting this Agreement. The STATE will make all reasonable efforts to mail or deliver to GRANTEE a copy of any Modified Law at least fifteen (15) days before it becomes effective.

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.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

*Agency – Original (fully executed) Project Agreement
Grantee
State Authorized Representative*