



To: Mayor and Council

Agenda Item #: IV. I.

From: Jeff Brown
Community Health Administrator

Action

Discussion

Date: 12/2/14

Information

Subject: Resolution No. 2014-154 Approving Minnesota Department of Health Community Health Board Grant Project Agreement.

Action Requested:

Adopt Resolution No. 2014-154 Authorizing the City of Edina to enter into a Community Health Board Grant Project Agreement with the Minnesota Department of Health (MDH) through the year 2019.

Information / Background:

The CHB Grant Project Agreement is required for the annual allocation of Local Public Health Grant funding from MDH to the Edina Community Health Board. The attached agreement details Edina's duties relative to the grant and describes administrative procedures. This agreement will span 5 years, taking the place of similar agreements which were previously submitted to MDH on an annual basis. The grant began in 1976 as part of the Community Health Services Act, with the City participating throughout the life of the grant. These funds are used to address areas of public health responsibility and local priorities. The Edina Community Health Commission (CHC) was instrumental in the designation of Edina's local public health priorities, which will help direct funding. The Local Public Health Grant amount for 2015 is \$118,919. The funding will be dedicated to the City's contract with Bloomington Public Health to provide Local Public Health Services in Edina.

The attached agreement will be in place from January 1st, 2015 through December 31st, 2019.

The City Attorney has reviewed and approved the Agreement.

Additional Information / Background:

Resolution No. 2014-154

Minnesota Department of Health Community Health Board Grant Project Agreement

RESOLUTION NO 2014-154
AUTHORIZING THE CITY OF EDINA
TO ENTER INTO A COMMUNITY HEALTH BOARD GRANT CONTRACT 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 GRANTEE have entered into a Master Grant Contract effective January 1, 2015; and

WHEREAS, the STATE provides the GRANTEE Local Public Health Grant funds to address areas of public health responsibility and address local priorities developed through the community health assessment and community health improvement planning process;

NOW, THEREFORE, BE IT RESOLVED, by the Edina City Council that the Mayor and the City Manager enter into a Community Health Board Grant Agreement with the Minnesota Department of Health to address local public health responsibilities and priorities from January 1st, 2015 – December 31st, 2019 for the City of Edina.

Passed and adopted this 2nd day of December, 2014.

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 December 2nd and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this ____ day of _____, 2014.

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, 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 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. §145A is empowered to provide Local Public Health Grant funds to community health boards to address the areas of public health responsibility and address local priorities developed through the community health assessment and community health improvement planning process.
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.***

1.1 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. 5(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.**

1.2 Expiration date. December 31, 2019, 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 set forth in Exhibit A, which is attached and incorporated in 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 total Local Public Health Grant allocation from the state.

(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 the amount specified in the GRANTEE’s annual award letter from the STATE.

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. The GRANTEE will choose either to submit invoices on a monthly or quarterly basis and will hold to this scheduled unless a request to change is submitted to the STATE's Authorized Representative.

Invoices will be submitted to: Health.LPHAInvoiceSubmission@state.mn.us. Include the GRANTEE name and "LPH Grant" in the subject line.

(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 75 percent match for the state funds received through the local public health grant. Eligible funds must be used to meet match requirements. When the amount of local matching funds is less than the amount required the local public health grant will be reduced proportionally.

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. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE 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 DeeAnn Finley, LPH Policy and Administration Specialist, Office of Performance Improvement, PO Box 64975, St. Paul, MN 55164, (651) 201-4551, deeann.finley@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.

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*

Exhibit A:

Local Public Health Grant Duties:

1. Use these funds and matching funds to work in partnership with the STATE to address the areas of public health responsibility and essential public health services as defined in 145A.
2. At least every five years, conduct an assessment of community health needs and assets upon which the local public health priorities and issues are established.
3. Seek input from the community and the Community Health Board on the identification of local public health priorities and issues.
4. Standards and/or evidence-based practices for programs or activities will be used in carrying out public health programs or activities where those standards or evidence-based practices exist.
5. Consider community input and recommendations of the Community Health Board to determine the mechanisms to address local public health priorities and achieve the statewide local public health objectives.
6. Consider the essential public health services (MN Statutes 145A) in determining the mechanisms to address local public health priorities and achieve statewide local public health objectives.
7. Implement a performance management process to achieve desired outcomes.
8. Report annually to the STATE on a set of performance measures and be prepared to provide documentation of ability to meet the performance measures.
9. Use the Disease Prevention and Control Common Activities Framework, as adopted by the State Community Health Services Advisory Committee (SCHSAC), as the foundation for providing resources and services in keeping with its responsibilities as set forth in the framework.
10. At least once during the grant cycle, submit documentation to the STATE assuring that the GRANTEE duties, responsibilities and related community health board work have been reviewed with the Community Health Board. The document should be signed by the Chair of the Community Health Board and the Community Health Services Administrator.
11. Provide the STATE with required reports and information within the timeline and guidance provided by the STATE.
12. If the CHB decides to subcontract activities, the contract should not be executed or otherwise entered into until approval from the Minnesota Department of Health has been received from the State's Authorized Agent.
13. Maintain records of the following materials for review:
 - a. Copies of the Joint Powers Agreement forming the Community Health Board.
 - b. Any delegation agreements as referenced in MN Statute 145A.
 - c. When applicable, agreements establishing a Human Services Board under MN Statutes 402.
 - d. Organization chart of the Community Health Board structure that identifies major program activities and lines of authority and accountability.
 - e. A list of all city/county local ordinances or other local regulations related to community health services revised within the past two years.
 - f. Copies of all public meeting notices and minutes, including Community Health Board notices and minutes.
 - g. Summary of public comments or testimony on the local public health priorities and/or mechanisms to address the priorities and achieve statewide outcomes.
 - h. Copies of contracts/purchase of service agreements with other organizations.
14. Notify MDH six months prior to any final board action on major governance or organizational structural changes within the Community Health Board or its member counties. This notification requirement is in addition to the withdrawal notification requirement outlined in MN Stat 145A.