



To: **MAYOR AND COUNCIL**

Agenda Item #: IV.H.

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

Action
Discussion
Information

Date: December 17th, 2013

Subject: Renew Community Health Services Agreement with Bloomington Public Health Division

Action Requested:

Renew Community Health Services Agreement with Bloomington Public Health Division for \$198,678.00 for calendar year 2014.

Information / Background:

The 2014 Agreement cost is \$198,678.00 which allows for a five percent adjustment from the 2013 cost. The costs for these services are offset by the 2014 Community Health Services Grant funding of approximately \$119,000 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 promotions, 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 on November 4th to review and evaluate the contracted community health services and programs. Bloomington Public Health gave a thorough presentation of the services and programs provided and had staff on hand to answer questions. The Commission determined that Bloomington Public Health provides a variety of valuable programs and excellent service to the residents of Edina and agreed unanimously to support continuing the contract services.

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The City Attorney has reviewed and approved the agreement.

ATTACHMENTS (pdf):

Community Health Services Agreement

Community Health Committee Draft Minutes November 4th, 2013

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:

1. This Agreement shall be for a period from January 1, 2014, to December 31, 2014.
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 ONE HUNDRED NINETY EIGHT THOUSAND, SIX HUNDRED SEVENTY EIGHT DOLLARS AND NO/100 (\$198,678) shall be paid in quarterly payments of FORTY NINE THOUSAND, SIX HUNDRED AND SIXTY NINE DOLLARS AND 50/100 (\$49,669.50) to Bloomington within fifteen (15) days of the receipt by Edina of each 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, 2014 and on January 15, 2015, 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 22.

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 quarterly and annual reports describing the Public Health Services performed pursuant to this Agreement. Such reports 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 2014. Bloomington will complete all required services, reports and documentation for these programs and will directly invoice MDH for the MCH and TANF services for up to \$69,557 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. Either party may terminate the Agreement by providing the other party one hundred twenty (120) days written notice to the other. Upon such termination, all obligations and liabilities of the parties hereunder shall cease and terminate, except the provisions of Paragraph

12 and 13 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.

15. 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.

16. 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.

17. The parties agree to comply with the following laws and regulations:

a. Edina agrees to comply with the Americans With Disabilities Act and agrees to hold harmless and indemnify the City of Bloomington from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought by third parties alleging a violation of ADA by Edina.

b. Bloomington does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Bloomington has designated coordinators to facilitate compliance with the Americans With Disabilities Act of 1990 (ADA), 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. Each party will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes.

21. 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.

22. 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, Minnesota 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.

(LEFT INTENTIONALLY BLANK)

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 COMMITTEE SPECIAL MEETING
CITY OF EDINA, MINNESOTA
MAYOR'S CONFERENCE ROOM, EDINA CITY HALL
November 4, 2013
6:30 P.M.

I. CALL TO ORDER

The meeting was called to order at 6:35 p.m.

II. ROLL CALL

Answering roll call members were Kumar Belani, Melinda Bothom-Hurley, Kristen Connor, Tone Deinema, Matt Doscotch, Alison Pence and Staff Liaisons Jeff Brown and Laurene Draper.

III. APPROVAL OF MEETING AGENDA

Member Belani approved the motion. The motion was seconded by Member Bothom-Hurley. All voted aye.

IV. ADOPTION OF CONSENT AGENDA

Member Belani motioned to approve the September minutes. The motion seconded by Member Bothom-Hurley. All voted aye.

V. REPORTS AND RECOMMENDATIONS

A. Bloomington Public Health (BPH) Presentation/Report

Introductions and power point presentation.

Overview of duties

- Elected officials – MN statute 145A
- Local Public Health Act – must report yearly on progress.

Requirements:

- Establish local public health priorities based on an assessment of community health needs and assets. Assessment is done every 5 years. Last assessment was in May, 2013.
- Determine the mechanisms by which the community health board will address the local public health priorities and achieve statewide outcomes within the limits of available funding (MN statute 145A.10, Sub 5a)

State dollars must be used to support public health responsibility:

- Assure an adequate public health infrastructure
- Prevent the spread of infectious disease
- Promote healthy communities and healthy behaviors
- Prepare for and respond to disasters and assist

To fulfill state requirements, BPH delivers a wide variety of:

- Service to individuals
- Consultation with Edina school nurses, clinics and child care providers on childhood infectious diseases, safety and health resources
- Work with partners to create policy, system and environmental changes

Reporting and Planning

- Write grants to expand public health services in Edina (includes SHIP funding)
- Implement community health assessment activities, identify and prioritize local health issues, develop action plans
- Complete reports to MN Department of Health and other grant reporting as required.

It was noted that 5th, 8th and 10th graders are the best age to gather data on youth behaviors. Early next year, data will be analyzed from Bloomington, Richfield, and Edina.

15% of Hennepin County is served by BPH.

Eligible for Free/Reduced Lunch K-12 – Edina 6.7% in 2006 to 8.3% for 2013.

In 2013, 94.3% of students graduated high school in 4 years. In 2006 it was 90%.

Maps showed that the southwest corner of Edina is at or below 200% of the Poverty Level.

Factors that impact health - Did you graduate from high school? How much money do you earn? Where do you live? The more education you have, the more likely you are to have health coverage. There is projected to still be a group of people that will not have health insurance. Hennepin County is opening a southern hub to assist people who need to apply for MNsure.

Mothers receiving prenatal care in the first trimester – Objective met. 90.2% in 2011. Healthy People objective is 77.70%

Birth resulting in low birth weight – Meeting objective – 8.2%. Healthy People objective -7.8%

Overweight or obese students – those receiving free/reduced lunch are more likely to be obese.

Services Provided:

- High Risk Home Assessments for Edina Vulnerable Adults/Seniors – 112 visits in 2011.
- WIC – increase in caseload during the last three months. SNAP benefits have been cut – families received \$36 less per month. This may cause an increase in WIC program usage. There are a larger amount of pregnant women coming in. WIC offers counseling and nutritional information which provides healthier pregnancies. Breast feeding initiation rates are higher than the state rates.
- Early intervention services for Children 0-3 – 175 visits with 77 children.
- Health screening – Women 40+ – housed in the Edina Medical building and provides breast and cervical cancer screening. 10 to 15% of clients are from Edina/Richfield. Younger women with symptoms or risk factors can be seen. The screening reveals 12 – 25 cancers per year. Approximately 200 women require follow-up.
- Flu shots – over 600 given in Edina at school district, city employees and community.

Activities for 2013

- Feedback on quarterly and annual reports – asking advisory boards for feedback.
- Community Health Improvement Implementation Plan
- Develop of action teams
- Maternal and Child health
- Nutrition, Obesity and Physical Activity
- Social & Emotional Well-being

BPH Newsletter was distributed.

CHIP Event – November 13 – annual celebration 8:30 – 11:30 a.m. Heritage Park Senior Center, Minneapolis. Members are invited to attend. Let Jeff know if you would like to attend.

Health Promotion:

- More food changes in concession stands
- Safe route to school partnership
- TCP Coaches and athlete training

- Statewide Health Improvement Program (SHIP 3) is funded
- Community Food Partnership Report
- Federal chemical health grant program ends.
- Tri-City partners – focus more on SHIP

Family health:

New funding for intensive home visits. This program is voluntary for new moms dealing with drug usage, physical, mental or emotional abuse. Can be prenatally – weekly visits or more often if needed. Move mothers into safe situations from their high risk situations. Mothers are referred from clinics and schools. Post-partum check can start screening process. This results in a closer working relationship with FVSD hospital. FVSD can refer to this program as a resource when their services end for a patient.

Emergency preparedness –

- Family assistance center exercise (January)
- Heat response and plan development (where air conditioning is)
- Started heart safe communities
- Recruited more community partners to distribute medications
- Implementation of SHIP3 – just starting
- Tobacco issues – community transformation grant
- Continued implement of community health improvement plan
- 2013 MN student survey results
- Health Safe community activities
- Plan development (Sheltering, Reunification)

Federal assessment of Cities Readiness Initiative:

Planning for the full scale exercise in 2015 (emergency preparedness) planned for in 2014. Will be for entire metro area.

“Meet with the Nurse” at Park Lawn in Edina – best way to reach people is to go to them. Nurse went out to Park Lawn apartments to be present as a resource with an ECFE teacher. Shared by word of mouth. Has not started yet this fall but there is hope to get it ramped up – also add another apartment complex. Change of staff has caused delay.

B. Top Ten Focus Area Recommendations

Edina’s need is outreach and getting the word out about public health. Website will be utilized next year. BPH can help with outreach. How much can BPH take on? The amount needs to be determined. Revenue can increase to provide services.

Can there be more collaboration on public health survey? Last one was only the second time it was done. Feedback was sought at that time. Feedback is valued.

Member Pence asked if there are issues from MN Student Survey. BPH has not heard anything so far. E-Cigarettes are a possible issue. They hope to hear something from the FDA. There is not much data out there to tell what the harm may be. Health impact is not known.

Member Connor asked if BPH gets involved in the lobbying efforts of legalizing marijuana. Tri-City partners wrote some letters – they cannot lobby. Their position is to get it on the city's platform.

Chair Doscotch expressed that BPH provides a valuable service to our community. It is meeting the health needs of our community. Does Community health Committee recommend that City Council renew the contract with BPH? Member Pence approved the motion. Member Belani seconded the motion. All voted aye.

MN Department of Health – will be making mental health information recommendations. A comprehensive state framework is recommended to improve data collection, promote positive mental health, early identification, and facilitate access to help.

SHIP is working with Edina Schools – evaluation pieces – matrix looking at healthy eating and physical activity. They will pick one to look at and see how SHIP can make a difference.

Member Connor expressed concern about screen time and physical activity. CHIP is planning on doing a media campaign in the spring. Age 8 to preteen is harder group to control. It translates into adult behavior.

C. Youth, Senior and General health Subgroups Reports

Consolidation of the charts is not yet complete.

Senior Group – BPH's priorities do not match those of this group. Edina has a disproportionate number of seniors.

VI. CORRESPONDENCE

Founders' Day – Thursday, December 12, 7-8 pm at Edina City Hall. Members are encouraged to attend.

VII. CHAIR AND COMMITTEE MEMBER COMMENTS

Chair Doscotch announced that the City Council has the proposal for mission/vision statement, name change, 3 questions and work plan.

It was pulled off the Council agenda. The ordinance change needs to go to the lawyer. The ordinance change needs to be separated from other changes to make a cleaner

A work session is needed. A person from each subgroup could attend. More on this at a future time.

Committee work will be part of updates in 2014. The comprehensive report needs to be consolidated and completed. The completed documentation will be passed out to each Committee member for review. Feedback should then be submitted to Chair Doscotch.

This group has been directed to have a televised meeting. That would not be conducive for the comprehensive report meeting.

Finding a date may prove to be difficult. Laurene will come up with a list of dates and send them out to the group.

Member Pence met with Mary Brindle about Vision 2020. Objective 10 is not part of Vision 2020. Vision 10 will be reviewed by this committee and incorporate it into Vision 2020.

Member Pence inquired if there was a Living Streets update. Nothing to update at this time.

VIII. STAFF COMMENTS

City Council approved resolution appointing Jeff Brown as Community Health Coordinator.

Laurene and Jeff will attend meetings until Jeff is acclimated.

The process to fill Jeff's previous position is beginning.

January 2014 – This Committee will be meeting on a monthly basis. The meetings will be on Tuesdays unless Laurene hears otherwise.

IX. Adjournment

Member Belani approved the motion to adjourn. Member Pence seconded the motion. All voted aye. The meeting was adjourned at 8:15 p.m.