

**ORDINANCE #67775**  
**Board Bill No. 353**

An ordinance authorizing and directing the Director of the Department Health, on behalf of the City of St. Louis, to accept a Grant Award from the Missouri Foundation for Health in the amount of \$773,160.00 and to expend those funds for the purpose of funding infrastructure improvements as set forth in the Grant Application and Grant Agreement and attached as Exhibit A and Exhibit B; appropriating said funds and authorizing the Director of the Department of Health, upon approval of the Board of Estimate and Apportionment, to expend such funds as permitted by the Grant Award and Grant Award Agreement; and containing an Emergency Clause.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The Director of the Department of Health, on behalf of the City of St. Louis, is hereby authorized to accept a Grant Award from the Missouri Foundation for Health and to enter into a Grant Award Agreement for funds in the amount of \$773,160.00 which will be used to make infrastructure improvements as set forth in Exhibit A, the Grant Application. Said Grant Agreement shall be substantially in words and figures the same as the attached Grant Agreement, which are made part of this Ordinance and are on file in the Register's Office.

**SECTION TWO.** The Director of the Department of Health is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are appropriated for said purposes, by entering into contracts or agreements pursuant to the Grant Award, in a manner that is consistent with the provisions of the Grant Award Agreement.

**SECTION THREE.** Emergency Clause. This being an Ordinance for the immediate preservation of public peace, public health and safety, it is hereby declared to be an immediate measure within the meaning of Section 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Attachment A.**  
**Application**  
**Local Health Department Infrastructure Enhancement Application.**

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<b>Missouri Foundation for Health</b> <b>Local Health Department Infrastructure Enhancement 2007</b>		 <small>MISSOURI FOUNDATION FOR HEALTH</small>	For Internal Use Only: Date Received: 10/10/07 Reference Number: 27-0337-4493
Name of Health Department: City of St. Louis Department of Health		Address: 634 N. Grand Boulevard, Suite 910	
Legal Name (if different than Applicant Organization Name):		City: St. Louis	State: MO
Primary Contact and Title: Renee White, Senior Technical Support Specialist II		Secondary Contact and Title:	
Telephone (Area Code): (314) 812-5142		Telephone (Area Code):	
Email Address: WhiteR@stlouiscity.com		Email Address:	
Fax (Area Code): (314) 812-5108		Fax (Area Code):	
Employer ID Number/Federal Tax ID Number: 43-603231		Website Address (if applicable):	
Printed name and title of person authorized to sign a grant award agreement: Name: Pam Walker, MPA Title: Interim Director of Health			
<b>Instructions:</b> 1. Enter all required information, sign and date. 2. Return to: MFH, Attn: LHDI/IE Project, 1000 St. Louis Union Station, Suite 400, St. Louis, MO 63103. Application must be postmarked no later than <b>October 10, 2007</b> . 3. Questions should be directed to: <b>Your Program Officer</b> (See corresponding map with designated Regional Area Program Offices).			
<b>Allowable Use of Enhancement Funding:</b> Please designate the areas for which funds will be utilized and estimate a percentage of the total amount. <input checked="" type="checkbox"/> Information technology (computer equipment/software) <u>91</u> % <input checked="" type="checkbox"/> Communication <u>2</u> % <input type="checkbox"/> Transportation capital costs <u>   </u> % <input checked="" type="checkbox"/> Monitoring/diagnostic equipment <u>7</u> % <input type="checkbox"/> Educational equipment (television, DVD player) <u>   </u> % <input type="checkbox"/> Furniture and equipment for service sites <u>   </u> % <input type="checkbox"/> Renovations related to improved services to clients <u>   </u> %		<b>Non-Allowable Use of Funding:</b> <ul style="list-style-type: none"> <li>• Operational expense (e.g. supplies, utilities, rent)</li> <li>• Transportation vouchers/travel expenses</li> <li>• Staff education</li> <li>• Pamphlets</li> <li>• Salaries/benefits</li> <li>• Other overhead expenses</li> <li>• Real estate purchases</li> </ul>	
<b>MFH Award Process:</b> 1. The grant award amount will be assigned by MFH based on 2005 population data. (\$50,000 base plus estimated \$2.00 per capita). 2. Grant funds will be disbursed based on amount of the award, less than \$100,000 over 12 months, \$100,001 to \$300,000 over 24 months and greater than \$300,001 over 36 months. 3. A grant award agreement will be sent to grantees outlining the disbursement schedule and documentation requirements for reporting purposes. (All grants will begin in either November or December 2007). 4. A report detailing how MFH funds were used will be required at the end of the grant period. Instructions will be included in Attachment C of your Grant Award Agreement.			
By completing and signing this form, I attest the Health Department has no alternative funding source for these enhancements.			
Printed Name of Health Department Administrator: Pam Walker, MPA		Title: Interim Director of Health	
Signature of Administrator: 		Date:	

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FRANCIS G. SLAY  
Mayor

PAMELA RICE WALKER, MPA  
Interim Director of Health

MELBA R. MOORE, MS  
Commissioner of Health

*City of St. Louis*  
**Department of Health**

Email: [health@stlouis.missouri.org](mailto:health@stlouis.missouri.org)  
Website: <http://stlouis.missouri.org/citygov/health>



634 N. Grand Blvd.  
PO Box 14702  
St. Louis, Missouri 63178

Phone: (314) 612-5100  
Fax: (314) 612-5105

October 9, 2007

Missouri Foundation for Health  
Attn.: LHDIE Project  
1000 St. Louis Union Station, Suite 400  
St. Louis, Missouri 63103

Dear Program Officer:

We are pleased to respond to your invitation to apply for your special funding program for 2007 – Local Health Department Infrastructure Enhancement. The St. Louis City Department of Health works to improve community health through assessment, assurance and policy development related to the ten essential services of public health as defined by the Centers for Disease Control and Prevention.

The St. Louis City Department of Health is interested in supplementing our budget to enhance information technology; telecommunications; and diagnostic and monitoring equipment. Our proposed use of the funds is as follows:

1. A paperless record keeping system for converting existing records to an electronic version for retrieval needs, updates, and portability of access. The implementation of a paperless system is vital to the current City plan for meeting the Sunshine requirements and laws related to records retention. The computerized records management system will provide secure data storage of all paper records to a digital media format and will serve doctors, lawyers and the public at large in their need for timely records.
2. We will implement wireless technology using hand-held units to issue citations, notices of violation, and take signatures in the field. This will reduce duplication of data-entry and/or paper and will eliminate the need to transport and stow laptop computers and printers into the field to complete environmental inspections. A web-based system will allow information to be securely accessed in real-time, from any location, on any web-enabled device.

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3. Upgrade existing desktop PC systems, laptops, and servers to bring City of St Louis Health Department to one common MS Windows platform in the first year of grant. Within the next three years, all data collection and capture at the Health Department will be web based. To guarantee access, data will be duplicated off-site on "mirrored" file servers in real-time. This can be done in-house, or by contract with outside web hosting vendors. In times of emergency, such as a major earthquake, pandemic weather or terrorist event, enhanced information technology allows DOH staff access to data and information from any location.
4. Enhance the humane trapping program, assisting with safely apprehending stray and feral animals running at large. The equipment will promote safety to the public and officers handling dangerous animals.

Again, thank you for the opportunity to apply for the Local Health Department Infrastructure Enhancement. If granted, these funds will greatly enhance our ability to continue serving the citizens of the City of St. Louis.

Sincerely,



Pamela Walker, MPA  
Interim Director of Health

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**LOCAL HEALTH DEPARTMENT INFRASTRUCTURE ENHANCEMENT  
GRANT AWARD AGREEMENT 07-0337-LHD-07**

THIS LOCAL HEALTH DEPARTMENT INFRASTRUCTURE ENHANCEMENT GRANT AWARD AGREEMENT ("Agreement") is made and entered into this 1st day of December, 2007 by and between The Missouri Foundation for Health ("Foundation") and City of St. Louis Department of Health ("Grantee").

WHEREAS, Grantee has submitted an application to Foundation received on October 10, 2007 (the "Application") for Infrastructure Enhancement funding (the "Project"); and

WHEREAS, Foundation agrees to make a grant to Grantee for \$773,160 to fund the Project, subject to the terms and conditions set forth herein (the "Grant").

NOW, THEREFORE, the parties agree as follows:

1. Scope of Project. Grantee shall use funding for infrastructure improvements as set forth in the Application, a copy of which is provided as Attachment A and which is incorporated by this reference as if fully recited herein.
2. Project Period. The Project has been approved for a period of 36 months beginning December, 2007 (the "Project Period").
3. Extension of Project Period. Local Health Department Infrastructure Enhancement grant awards cannot be extended.
4. Disbursement Schedule. Foundation will disburse Grant funds pursuant to the following schedule, contingent on receipt and approval of Interim and Final Reports:

<u>Amount</u>	<u>On or About</u>
\$ 122,417	12/2007
122,417	06/2008
122,417	12/2008
122,417	06/2009
122,417	12/2009
122,417	06/2010
38,658	01/2011

This Disbursement Schedule provides for a disbursement of five percent (5%) of Grant funds upon receipt and acceptance by Foundation of the Final Expenditure and Final Project Status Report (see Item 6.).

The Foundation, in its sole discretion, reserves the right to alter the above disbursement schedule at any time and to impose such conditions upon disbursements as it may, in its discretion, deem necessary.

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- 5. Expenditures. Infrastructure Enhancement funds may be used only to supplement health department budgets for infrastructure improvements such as for items supporting information technology and telecommunications, laboratory equipment, diagnostic and monitoring items, and transportation.

Program funds may not be used for staff compensation (salary and benefits) or for general operating expenses.

- 6. Interim and Final Reports. Grantee agrees to deliver to the Foundation Grants Manager both detailed Expenditure Reports and Project Status Reports in a format acceptable to Foundation on the dates specified in the following schedule:

<u>Due Date of Expenditure Reports And Project Status Reports</u>	<u>For Period</u>
06/15/08	12/07 – 05/08
12/15/08	06/08 – 11/08
06/15/09	12/08 – 05/09
12/15/09	06/09 – 11/09
06/15/10	12/09 – 05/10
12/31/10	06/10 – 11/10

Interim Expenditure Reports shall document actual expenses by type of expense.

Interim Project Status Reports shall include a narrative account of accomplishments resulting from the expenditure of Grant funds. The narrative will include an assessment of the utilization of purchased capital; including, but limited to tests conducted, individuals supported, and programs sustained as a direct or indirect result of funding.

In addition to the foregoing, a Final Expenditure Report and Final Project Status Report are due after the conclusion of the Project Period. The Final Expenditure Report shall document actual expenses by type of expense for the entire Project Period. Appropriate documentation (paid invoices) to support expenses shall be provided with the Final Expenditure Report.

The Final Project Status Report will be a narrative account of accomplishments and impact to the agency or community served resulting from the expenditure of Grant funds.

- 7. Records. Although the Grant funds need not be segregated, Grant funds and records of receipts and expenditures must be shown separately on Grantee's books for ease of reference and verification. Such records as well as copies of reports submitted to Foundation shall be retained by Grantee for at least four years following completion of the Project Period.

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8. Foundation Right to Review and Evaluate. Foundation may review and conduct an evaluation of the Project funded by this Grant, which may include one or more visits from Foundation personnel to observe the Project, discuss the Project with Grantee's personnel and review financial and other non-patient records and materials connected with the activities financed by this Grant. All financial and other non-patient records relating to the Project shall be made available at Grantee's regular place of business for inspection by Foundation personnel, or its designated representative, at reasonable times. Grantee will receive notice of Foundation's review findings and shall, at the discretion of Foundation, be given an opportunity to correct any non-compliance issues. If Grantee fails to correct any non-compliance issues within the time period specified by Foundation, Foundation may exercise its rights as set forth in paragraph 11 of this Agreement.
9. Maintaining Tax Status. Grantee shall maintain the Internal Revenue Service tax code status that it had when submitting the Application throughout the duration of the Project Period unless otherwise approved by Foundation.
10. Title to Property Acquired with Grant Funds. Title to all tangible personal property, fixtures or equipment purchased with Foundation funds ("Grant Funded Property"), shall be vested in Grantee.
11. Foundation's Right to Return of Funds or Property. Any Foundation funds not used by Grantee for the purposes of the Project remain the property of Foundation and shall be promptly returned to Foundation at the conclusion of the Project Period. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of unexpended Grant funds or Grant funds which were not applied in accordance with the terms of this Agreement.
12. Publicity/Use of Project Results. All publicity associated with the Project must clearly identify The Missouri Foundation for Health as a funding source using the following statement:

"Funding for this project was provided ["in whole" or "in part"] by The Missouri Foundation for Health. The Missouri Foundation for Health is a philanthropic organization whose vision is to improve the health of the people in the communities it serves."
13. Termination of Grant by Foundation. The Foundation, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant funds if: (a) Grantee fails to meet the conditions set forth in this Agreement and the Application; (b) Grantee's federal income tax status changes; or (c) Grantee dissolves.

If the Grant is terminated prior to the end of the Project Period, Grantee shall: (a) provide Foundation with a full accounting of the receipt and disbursement of

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Grant funds for the Project through the effective date of termination, (b) repay, within 30 days of the effective date of termination, all Grant funds which were not expended on or prior to the effective date of termination and all Grant funds which were expended prior to the date of termination of the Grant but which expenditures relate to a phase of the Project allocable to a time period after the effective date of termination.

Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of Grant funds already expended by Grantee which were not applied in accordance with the conditions in this Agreement.

14. Relationship of Parties. Foundation and Grantee agree that this Grant does not create a principal-agent relationship of any type between the parties and that Grantee will not, by act of omission or commission, foster any belief on the part of third parties that such relationship exists.
15. Indemnification. Foundation is a funding source only and does not participate in or direct any of the activities or services of Grantee. Accordingly, Grantee understands and agrees that Foundation, its directors, officers, employees and agents will not be liable for any of Grantee's contracts, torts, or other acts or omissions, or those by Grantee's directors, officers, members, employees or funded-activity participants. Grantee understands and agrees that Foundation's insurance policies or self-insurance plans do not extend to or protect Grantee nor Grantee's directors, officers, members, staff or funded-activity participants. Grantee understands and agrees that Foundation will not provide any legal defense for Grantee or any such person in the event of any claim against any or all of them. Unless prohibited by law, Grantee shall hold Foundation harmless from all liability, including but not limited to costs of defense, from the contracts, torts or other acts or omissions of the Grantee, its employees, directors, officers, employees or funded activity participants in any way connected with any activity of Grantee including but not limited to the funded activity.
16. Authority and Validity. Each individual executing this Agreement on behalf of Grantee warrants that he has full power and authority to execute this Agreement on behalf of such organization. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.
17. Nondiscrimination. Grantee agrees that in providing services under the Project, Grantee will not discriminate on the basis of race, color, sex, national origin, religion, age, disability, sexual orientation, or veteran status either in its employment practices or in its policies and procedures concerning access to services.
18. No Guarantee of Future Funding. Provision of this Grant does not imply any future funding commitment by Foundation.

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19. Lobbying. By accepting this grant, Grantee agrees that these funds will be used exclusively for exempt purposes and will not be used to carry on propaganda, or otherwise attempting to influence legislation or to participate in any political campaign on behalf of any candidate for office.
20. Entire Agreement. This Grant Award Agreement and all Attachments constitute the entire Agreement between the parties regarding the Project and supercede all previous related understandings or written or oral agreements between the parties.
21. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by both Foundation and Grantee.
22. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Missouri.
23. Gender and Number. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.
24. Headings. The paragraph headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

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IN WITNESS WHEREOF, we have executed this Agreement as of the date first above written.

City of St. Louis Department of Health

By: \_\_\_\_\_  
Pam Walker, MPA  
Interim Director of Health

The Missouri Foundation for Health

By: \_\_\_\_\_  
James R. Kimmey, M.D.  
President and Chief Executive Officer

Attachments to Agreement:

- A. Local Health Department Infrastructure Enhancement Application

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Approved: November 19, 2007