

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 Bloomington Community Health Board, an independent organization, not an employee of the State of Minnesota, address 1800 W. Old Shakopee Rd, Bloomington, MN 55431 (“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 number 12-700-00077 (“Master Grant Contract”) effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to M.S. §145A.17 is empowered to establish a program to fund family home visiting for families at or below 200 percent of poverty and who are at risk, including but not limited to child abuse, child neglect, or juvenile delinquency; and
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.***

2.1 *Effective date.* This grant project agreement shall be effective on July 1, 2015. Grantee is eligible for payment for all services satisfactorily performed from the effective date notwithstanding the date all required signatures are obtained.

2.2 *Expiration date.* June 30, 2017, 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 as set forth in the work plan(s) Exhibit A, which is attached and incorporated into this grant project agreement. GRANTEE shall assure that only allowed services are provided to eligible recipients as outlined in Exhibit C which is attached and incorporated into this agreement.

A GRANTEE that uses these funds for Family Home Visiting, must provide the STATE, at a minimum, aggregate or de-identified individual level data for program evaluation purposes at a time and in a format outlined by the STATE for the period from July 1, 2015 to December 31, 2015. As of January 1, 2016, a GRANTEE that is providing Family Home Visiting Services must implement a written informed consent process that asks clients for their consent to provide the STATE with identifiable individual level information for Family Home Visiting evaluation purposes as outlined in M.S. 145A.17. The GRANTEE must inform the client that their decision

will not in any way impact the family's access to services. The STATE agrees to protect individual level information as outlined in Exhibit D which is attached and incorporated into this agreement. Where informed consent is not granted, the GRANTEE is required to provide the STATE with de-identified individual level data on the Family Home Visiting clients served.

If GRANTEE uses these funds to provide WIC nutritional services, GRANTEE must provide the STATE, beginning January 1, 2016, with an unduplicated count of the number of families served each year. GRANTEE must be able to identify the individual clients served using these funds. GRANTEE may not use more than 49 percent of the total award under this agreement to support nutrition counseling in WIC Clinics.

If GRANTEE uses these funds to provide teen pregnancy prevention group efforts, GRANTEE must provide the STATE with an unduplicated count of the number of teens reached each year.

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 breakdown of costs contained in Exhibit B, which is attached and incorporated into this agreement. Individual budgets are required for each area (Family Home Visiting, WIC nutritional services and/or teen pregnancy prevention efforts) that the GRANTEE will be supporting with the use of these funds. Modifications of budgets must follow requirements in 4.(c) Any subcontracts outside of those listed on Exhibit B require prior written approval 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 one hundred seventy three thousand eight hundred eighty eight dollars (347,776) as follows:

July 1, 2015 through June 30, 2016 - \$ 173,888

Bloomington	88,742
Edina	39,996
Richfield	45,150

July 1, 2016 through June 30, 2017 - \$ 173,888

Bloomington	88,742
Edina	39,996
Richfield	45,150

Unexpended funds from the first year of the grant period are available in the second year of the grant period. Indirect costs cannot exceed 15 percent of the subtotal of expenses invoiced from 7/01/2015 – 9/30/2015. Beginning 10/01/2015 GRANTEE may use their federally approved indirect rate or up to 10 percent for indirect costs.

(c) Budget Modifications. Budget modifications between the three available budget areas require prior written approval from the STATE. Budget modifications within each individual budget(s) greater than 10 percent of any budget line item incorporated in Exhibit B requires prior approval from the STATE. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the STATE

provided that such modification is indicated on submitted invoices and that the total obligation of the STATE for all compensation and reimbursements to the GRANTEE does not exceed the total obligation listed in 4.1(b).

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 must submit invoices no later than 20 days after the end of the invoice period to Health.LPHAInvoiceSubmission@state.mn.us. An invoices period can be either monthly or quarterly at the discretion of the GRANTEE.

(b) Federal Funds. Payments under this grant project agreement will be made from federal funds obtained by the STATE through Title Temporary Assistance to Needy Families, CFDA number 93.558 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, including public law and all amendments. The Notice of Grant Award (NGA) number is 2015G996115. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the STATE to the GRANTEE. In the event of such a termination, GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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.* Disposition of all equipment purchased under this grant project agreement shall be in accordance with Code of Federal Regulations, Title 45, Part 74, Subpart C. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal 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 Janet Olstad, Assistant Division Director, P.O. Box 64882, St. Paul, MN 55164-0882, 651-201-3584 janet.olstad@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 James D. Verbrugge, City Manager, 1800 West Old Shakopee Road, Bloomington, MN, 55431, 952-563-8780, jverbrugge@BloomingtonMN.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.

- 9. Publicity.** Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the STATE'S Authorized Representative. If federal funding is being used for this grant project agreement, the federal program must also be recognized.

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: Its Mayor

Title: _____

Date: _____

Date: _____

By: _____

Title: Its City Manager

Date: _____

Reviewed and approved by the City Attorney.

By: _____

Distribution:

- *MDH (Original fully executed Grant Project Agreement)*
- *Grantee*
- *State Authorized Representative*

Project Information Sheet for Community Health Boards

1. Grant Information for Family Home Visiting TANF Grant	
Reservation participating in grant contract	
Minnesota Tax I.D. Number	Federal Tax I.D. Number
8020679	41-6004990
Individual who has legal authority to sign the contract	Address
James D. Verbrugge	1800 W Old Shakopee Road, Bloomington, MN 55431
E-mail address	Phone number
jverbrugge@bloomingtonmn.gov	952-563-8780

2. Budget Information	
Fiscal Management Officer	Address
Deb Finnegan, Accountant	1900 W Old Shakopee Rd, Bloomington, MN 55431
E-mail address	Phone number
DFinnegan@bloomingtonmn.gov	952-563-8902

3. Who should be contacted for questions related to work plan or budget	
Name	Address
Molly Snuggerud	1900 W Old Shakopee Rd, Bloomington, MN 55431
Position	Phone number
Family Health Program Manager	952-563-8910
E-mail Address	
MSnuggerud@bloomingtonmn.gov	

Grant Priority Areas

Please check those areas that your Community Health Board will be focusing your activities on for the 7/1/2015 – 6/30/2017 grant period. You may check only one, two or all three.

FAMILY HOME VISITING

WIC NUTRITION COUNSELING

TEEN PREGNANCY PREVENTION

For each of the areas that you checked, please complete a separate work plan and budget.

FAMILY HOME VISITING (Exhibit A)

July 1, 2015 – June 30, 2017 Work Plan Form

	Activity	Population to be served	Expected # of individuals to be reached	Expected outcomes
1.	Public health nurses provide family home visiting services to pregnant and or parenting residents and their children.	TANF eligible Bloomington, Edina & Richfield residents	150 unduplicated	1) Increase healthy births by providing adequate prenatal care and strong support networks during pregnancy. 2) Increase age-appropriate physical, emotional, cognitive, and social development.
2.	Public health nurses document Family Home Visiting (FHV) form data in a timely manner	TANF eligible Bloomington, Edina & Richfield residents open to home visiting	N/A	Illustrate health trends of south suburban TANF eligible families
3.	Administrative assistant and accountant export Family Home Visiting (FHV) forms and invoices to MDH on a quarterly basis	TANF eligible Bloomington, Edina & Richfield residents	N/A	Provide MDH with outcome data to monitor effectiveness and efficiency of TANF activities.
4.				

TEEN PREGNANCY PREVENTION (Exhibit A)

July 1, 2015 – June 30, 2017 Work Plan Form

	Activity	Population to be served	Expected # of individuals to be reached	Expected outcomes
1.	Teach groups in local schools or community agencies birth control methods, sexually transmitted infection prevention, healthy relationships and similar topics that relate to teen pregnancy prevention efforts.	Under 21 year olds in BER	2900 (in 50-60 groups)	Increase knowledge about preventing unplanned teen pregnancy.
2.	Provide monthly Pregnancy Free Club education and counseling to small groups in schools and community agencies.	Under 21 year olds in BER	35 unduplicated (in 2 recurring monthly groups)	Reduce number of unplanned pregnancies in at risk sexually active teens.
3.	Evaluate teen pregnancy prevention outcomes with pre and post surveys	Under 21 year olds in BER	N/A	Determine if participants have increased knowledge and or behaviors that prevent unplanned teen pregnancy
4.	Invoice MDH for services on a quarterly basis.	Under 21 year olds in BER	N/A	

Budget (Exhibit B)
July 1, 2015 – June 30, 2017 Grant Year

Category	Family Home Visiting	WIC Nutrition Services	Teen Pregnancy Prevention	Total
Salaries and Fringe Benefits	\$199,143	\$	\$84,191	\$283,334
Contractual Services	\$	\$	\$	\$
Travel	\$1,050	\$	\$450	\$1,500
Supplies and Equipment	\$14,371	\$	\$7,911	\$22,282
Other Costs	\$6,330	\$	\$2,714	\$9,044
Subtotal	\$220,894	\$	\$95,266	\$316,160
Indirect Costs (Up to 10% Or your Federally Approved Indirect Rate)	\$22,089	\$	\$9,527	\$31,616
Total Amount	\$242,983	\$	\$104,793	\$347,776

BUDGET NARRATIVE

Family Home Visiting

Salaries and Fringe Benefits																		
Name/Title	Salary	Benefits	FTE	Total Grant Expense														
M. Lair, PHN	\$68,387	\$21,813	0.40	\$72,160														
B. Pederson, PHN	\$76,012	\$30,710	0.47	\$100,747														
M. Snuggerud FH Manager	\$84,600	\$34,123	0.07	\$16,621														
B. Paulsen, PH Admin	\$102,961	\$27,507	0.01	\$3,653														
J. DeMarre, Account Clerk	\$55,750	\$26,560	0.03	\$4,602														
D. Finnegan, Accountant	\$68,239	\$28,880	0.01	\$1,360														
				\$199,143														
Contractual Services																		
N/A																		
Travel																		
Mileage for PHN home visit appointments –1,826 miles @ \$0.575 per mile = \$1,050																		
Supplies and Equipment																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="padding: 5px;">Office supplies/copying costs</td> <td style="text-align: right; padding: 5px;">\$700</td> </tr> <tr> <td style="padding: 5px;">Cribs – 40 x \$42</td> <td style="text-align: right; padding: 5px;">\$1,680</td> </tr> <tr> <td style="padding: 5px;">Client supplies such as diapers, formula, crib sheets, safety items</td> <td style="text-align: right; padding: 5px;">\$950</td> </tr> <tr> <td style="padding: 5px;">Educational materials</td> <td style="text-align: right; padding: 5px;">\$500</td> </tr> <tr> <td style="padding: 5px;">Staff cell phone \$36 x 24 months</td> <td style="text-align: right; padding: 5px;">\$864</td> </tr> <tr> <td style="padding: 5px;">Computer - \$6,912 x 70% HV x 2 years</td> <td style="text-align: right; padding: 5px;">\$9,677</td> </tr> <tr> <td style="padding: 5px;">TOTAL</td> <td style="text-align: right; padding: 5px;">\$14,371</td> </tr> </tbody> </table> <p style="padding: 5px;">The Information Systems Department charges us a set cost per computer which represents the cost of hardware and software, the cost for system maintenance and replacements, and staff time to maintain the hardware, software and network infrastructure.</p>					Office supplies/copying costs	\$700	Cribs – 40 x \$42	\$1,680	Client supplies such as diapers, formula, crib sheets, safety items	\$950	Educational materials	\$500	Staff cell phone \$36 x 24 months	\$864	Computer - \$6,912 x 70% HV x 2 years	\$9,677	TOTAL	\$14,371
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Other Costs																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="padding: 5px;">Space and Occupancy</td> <td style="text-align: right; padding: 5px;">\$980</td> </tr> <tr> <td style="padding: 5px;">Prof. Liab. Insurance</td> <td style="text-align: right; padding: 5px;">\$5,000</td> </tr> <tr> <td style="padding: 5px;">Training</td> <td style="text-align: right; padding: 5px;">\$350</td> </tr> <tr> <td style="padding: 5px;">TOTAL</td> <td style="text-align: right; padding: 5px;">\$6,330</td> </tr> </tbody> </table>					Space and Occupancy	\$980	Prof. Liab. Insurance	\$5,000	Training	\$350	TOTAL	\$6,330						
Space and Occupancy	\$980																	
Prof. Liab. Insurance	\$5,000																	
Training	\$350																	
TOTAL	\$6,330																	

Indirect Costs (include a list of expenses that will be covered in indirect costs OR provide a copy of your federally approved indirect rate)

$\$220,894 \times 10\% = \mathbf{\$22,089}$

10% agency rate - indirect includes staff time that has not been allocated to specific grants for Asst. PH Admin., Accountant, Planner, Reception, Communications, Office Supervisor, Administrator, and Office Support Specialist.

BUDGET NARRATIVE

Teen Pregnancy Prevention

Salaries and Fringe Benefits				
Name/Title	Salary	Benefits	FTE	Total Grant Expense
J. Cotter, Health Specialist	\$28.85/hr	17.78%	0.28	\$39,551
A. Ahner, PHN	\$61,693	\$20,394	0.05	\$8,208
B. Pederson, PHN	\$76,012	\$30,710	0.12	\$25,188
M. Snuggerud, Fam Health Mgr	\$84,600	\$34,123	0.03	\$7,124
B. Paulsen, PH Admin	\$102,961	\$27,507	0.01	\$1,566
J. DeMarre, Account Clerk	\$55,750	\$26,560	0.01	\$1,972
D. Finnegan, Accountant	\$68,239	\$28,880	0.003	\$582
				<u>\$84,191</u>
Contractual Services				
N/A				
Travel				
Mileage for staff to travel to education sites –783 miles @ \$0.575 per mile = \$450				
Supplies and Equipment				
Office supplies/copying costs		\$150		
Curriculum/educational materials		\$150		
Pregnancy Tests 200 x \$1.00		\$200		
Pregnancy Free Club attendance Incentives \$5 Target gift card x 20 clients x 24 mos, \$50 max per client per year		\$2,400		
Staff cell phone \$36 x 24 months		\$864		
Computer - \$6,912 x 30% ED x 2 years		\$4,147		
		\$7,911		
<p>The Information Systems Department charges us a set cost per computer which represents the cost of hardware and software, the cost for system maintenance and replacements, and staff time to maintain the hardware, software and network infrastructure.</p>				

Other Costs

Space and Occupancy	\$420
Prof. Liab. Insurance	\$2,144
Training	\$150
	\$2,714

Indirect Costs (include a list of expenses that will be covered in indirect costs OR provide a copy of your federally approved indirect rate)

$\$95,266 \times 10\% = \$9,527$

10% agency rate - indirect includes staff time that has not been allocated to specific grants for Asst. PH Admin., Accountant, Planner, Reception, Communications, Office Supervisor, Administrator, and Office Support Specialist.

TANF Family Home Visiting Guidelines

The Federal Temporary Assistance for Needy Families (TANF) block grant allows states to allocate resources for a broad array of services that promote the four purposes of the federal TANF program: assisting needy families so children may be cared for at home, ending dependence of needy families on government benefits by promoting work and marriage, reducing non-marital pregnancies and encouraging the formation and maintenance of two parent families. In Minnesota, TANF funds allocated through the Minnesota Department of Health are used for ending dependence of needy families on government benefits through Family Home Visiting Program (limited to non-medical home visiting), and to support nutrition counseling services at Women Infant and Children (WIC) clinic sites and group teen pregnancy prevention efforts that focus on reducing out of wedlock births.

These TANF Grant Guidelines provide local public health agencies guidance regarding eligible services, eligible populations, determination and documentation of eligibility, matching requirements, allowable program and administrative costs. The Federal Poverty Guidelines referenced in this document are produced by the Department of Health and Human Services (HHS) and are updated on an annual basis. The most current Federal Poverty Guidelines may be accessed by going to <http://aspe.hhs.gov/poverty/>

TANF funding cannot be used to pay for patient medical care, family planning medical services, capital improvements or alterations, cash assistance paid directly to clients, childcare or client transportation, or any cost not directly related to the grant. Family planning services include: counseling and education as part of a clinical visit (or visits) related to obtaining contraceptives; medical services such as a pap smear or physical; and contraceptive supplies

Eligible Program Services

Includes services provided by a professional staff in one or more of the following program areas: non-medical home visiting services for families, WIC nutritional services, or group teen pregnancy prevention activities focusing on reducing out of wedlock births.

A. Non-Medical Home Visiting for Families

Interventions designed to foster healthy beginnings, improve pregnancy outcomes, promote school readiness, prevent child abuse and neglect, reduce juvenile delinquency, promote positive parenting and resiliency in children, and promote family health and economic self-sufficiency for children and families. TANF funds can not be used to fund home visits that provide medical services such as home health care.

B. Women's, Infants and Children (WIC) Clinic Services

Interventions that address nutritional issues of women, infants, and young children provided in a WIC clinic. No more than forty-nine percent (49%) of the total annual award of TANF funds may be used for WIC services.

C. Teen Pregnancy Prevention

Interventions in this service area should be evidenced based or promising practice strategies that address the risk and/or protective factors contributing to teen pregnancy and involve youth and/or their parents in the development and implementation of activities. The need for interventions in this area should be developed based on a needs assessment of the community. Activities should be coordinated with other community efforts, build partnerships to mobilize the community in addressing the issue of teen pregnancy and must occur in a group setting.

II. Eligible Populations

Family home visiting and WIC nutritional services using TANF funds may only be provided to families who are receiving federal funded MFIP or have an adjusted gross income at or below 200% of federal poverty guidelines and who are U.S. citizens or eligible non-citizens and who live in an eligible household (See III.B.2). Eligibility for services must be documented in the individual's case record. Teen pregnancy prevention efforts do not require documentation that youth meet income and citizen status, but activities should be directed to eligible populations and must be provided in a group format.

III. Determination and Documentation of Eligibility for Family Home Visiting or WIC Nutrition Services

To receive family home visiting or WIC nutrition services funded by TANF dollars, a family must be receiving federally funded MFIP OR have an adjusted gross annual household income equal to or less than 200% of federal poverty guidelines, be a U.S. Citizen or an eligible non-citizen, and live in a household comprised of a minor child or a pregnant woman. Eligibility determinations must occur at least once every 12 months. An agency providing services must determine whether the participant meets the income and citizen eligibility criteria and document in their record the participant's eligibility. See Section III D for documentation guidelines.

A. Automatic Eligibility Screening

A family receiving federally funded Minnesota Family Investment Program (MFIP) can be determined automatically eligible for family home visiting or WIC nutritional services.

If a family is receiving state funded MFIP, they are NOT automatically eligible for TANF funded home visiting or WIC nutritional services.

Information on whether a recipient is receiving federal or state funded MFIP can only be obtained by contacting the local social service agency.

B. Non Automatic Eligibility Screening

If a family is not receiving federally funded MFIP, eligibility screening is required. Family composition, citizen status, household size and income levels are critical components of the eligibility screening process.

1. Eligible households

A household must consist of either:

- A pregnant woman
- Parent(s) or guardian(s) and a child or children under age 18
- Parent(s) or guardian(s) and a child or children age 18 and 19 who attend secondary school

2. Household size determination

Household is defined as a group of related or non-related individuals who are living together as one economic unit sharing income and consumption of goods and/or services. The total number of individuals sharing income and consumption of goods and/or services comprises the household size.

It is possible that more than one household lives under one roof. An example: Residents of a homeless facility or an institution are not considered members of a single household. The following guidelines should be used to determine household size.

- a. If the family to be provided services is living without economic support from the other persons in the same residence, the family to be provided services is considered a separate household and only the members of the family unit to be provided services is counted to determine family size. However, if the family unit is fully sharing resources, then all the members residing in the household are counted in determining family size. If the family unit is only receiving temporary shelter (a place to sleep at night), the individuals making up that family unit would be considered a separate household. If the family unit is providing services (e.g. child care) in exchange for room and board, the family can be counted as a separate household.

A family who has little or no income to report should be asked to explain her/his situation to determine whether there is a household in which s/he should be counted, or if any public assistance, union benefits, unemployment or other sources of income are being received.

- b. A child who resides in more than one household as a result of joint custody shall be considered part of the household of the guardian who is receiving services. If, for example, a mother and child live together and receive child support payments from a father who does not live with them, the child is counted in the mother's household size and not the father's. When determining income, the mother must count the child support payment as income. If the father's household also requests TANF funded services, the father may not deduct child support payments for the reported income from his household, since deductions are not allowed. However, all children being supported may be counted as part of the household.
- c. A foster child who is living with a foster family but remains the legal responsibility of a welfare or other agency shall be income eligible for services.
- d. An adopted child is counted in the household size of the family with whom s/he resides.
- e. A child family member who resides in a school or institution is counted as a member of the household if the participant's family pays for the child's support.
- f. A pregnant woman should be counted as two, taking into consideration the unborn fetus. If there is more than one fetus, the household size can be increased by the number of expected births.
- g. A pregnant unmarried teen (under 18 years of age) or an unmarried teen (under 18 years of age) with a child or children can be counted as a separate household.
- h. In determining household size, a child must be under the age of 18, or be 18 or 19 and enrolled full time in a secondary school. If the child is 18 or 19, school verification of full time enrollment in a secondary school must be attained.

3. Income Determination

- a. Local agencies must establish a policy of what to do when an applicant does not have the necessary income information at the initial home visit or WIC clinic visit.
- b. Income information is required except in extenuating circumstances where this requirement would pose an unreasonable barrier to participation. Examples of extenuating circumstances would be:
 - Homeless woman or family
 - Instances where there is domestic abuse
 - Natural disasters
- c. When calculating income, the adjusted gross income of the family during the last twelve months, the month prior to application or their current income rate may be used, whichever reflects the family's status most accurately. However, a local agency must apply the same method consistently for each applicant of the same type of case (e.g., all persons who are seasonal workers or all persons who are on strike). For self-employed persons whose income fluctuates, persons on extended or maternity leave and students, and seasonal workers who do not work 12 months of the year or are laid off and rehired, eligibility must be determined based on adjusted gross annual income. If they are not rehired as expected, their eligibility should be re-determined at that time. If an individual receives child support on an infrequent or inconsistent basis, an annual income determination might be more appropriate.
- d. Income includes all of the following:
 - Monetary compensation for services, including wages, salary, commissions, or fees
 - Adjusted gross income from farm and non-farm self-employment (use the most current income tax statement)
 - Social Security benefits
 - Dividends or interest on savings or bonds, income from estates or trusts, or net rental
 - Public assistance or welfare payments
 - Unemployment compensation
 - Government civilian employee or military retirement or pensions or veteran's payment
 - Private pensions or annuities
 - Alimony or child support payments
 - Regular contributions from person not living in the household

- Net royalties
- Other cash income. This includes, but is not limited to, cash amount received or withdrawn from any source, including savings investments, trust accounts and other resources which are readily available to the family.

Do NOT include the following as income:

- The value of in-kind housing and other in-kind benefits. An in-kind benefit is anything of value which is not provided in the form of cash
- The value of assistance to children or their families under the national School Lunch Act, the Child Nutrition Act of 1966, and the Food Stamp Act of 1977
- The value of child care provided or arranged, or payments received under Child Care and Development Block Grants
- Payments or allowances received pursuant to the Home Energy Assistance Act of 1980
- Payments received under the Job Training Partnership Act
- Financial assistance received by an individual from any program funded under Title IV of the Higher Education Act of 1965 (including the Pell Grant, Supplemental Educational Opportunity Grant, State Student Incentive Grant, National Direct Student Loan, PLUS, College Work Study, and Byrd Honor Scholarship programs), which is used by the student for specified costs (such as books, equipment, materials, tuition, fees, supplies, and transportation)
- Any cash housing allowances received by military personnel living in off-base housing
- Infrequent and irregular income, such as cash birthday gifts.

C. Determination of citizenship or eligible non-citizens as defined under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193 Determination.

1. All members of a household receiving family home visiting or WIC services must be citizens of the United States or eligible non-citizens. Verbal declaration of citizenship of all household members by parent or guardian must be recorded in the participant's chart. If a participant responds that all household members are citizens and the household meets all other eligibility criteria, TANF funded family home visiting or WIC services can be provided.
2. If a family home visiting or WIC participant who receives MFIP indicates that any member of the household is a non-citizen, the local county human

services agency should be contacted to verify the funding source that is used to pay for the MFIP grant. If the funding source is federally funded MFIP, the eligible non-citizen criteria is met and family home visiting or WIC services can be provided. If the funding source for the MFIP grant is state funds additional determination of eligibility based on eligible non-citizen status should be completed. Use the checklist in Appendix A to determine status.

3. If a family home visiting or WIC participant who does not receive MFIP indicates that any member of the household is a non-citizen use the checklist in Appendix A to determine if the family home visiting or WIC participant is an eligible non-citizen and thus, eligible for TANF funded services.
4. When providing youth development services, effort should be made to provide outreach for group activities to communities that are citizens or eligible non-citizens. It is not necessary to determine or document the citizenship status of each individual in the group.

D. Documentation of Household Size and Composition, Income and Citizenship Status for Family Home Visiting and WIC Services.

Local agencies must keep at a minimum the following information in the participant's chart. The documentation may be kept in a format that meets the agency's needs.

Is the family receiving federally funded MFIP? YES/NO

If family is not receiving federally funded MFIP the following information must be documented on the participant's chart:

Are all members of the household US citizens/eligible non-citizens? YES/NO

Is annual household income at or below 200% of federal poverty guidelines? YES/NO

Household includes (indicate all that apply):

- A pregnant women (age 20 or over)
- Child under age 18
- Child 18 and 19 who attends a secondary school full time (school verification required)
- An adolescent (19 and under) who is pregnant or parenting

Program and Administrative Costs

A. Program Costs

Includes expenditures made to implement or support program activities. Expenditures can include salary and fringe benefits for staff directly involved in program activities. It also can include actual costs of such things such as training materials, conference registration, mileage, outreach activities, educational and safety materials for families, program planning, evaluation or purchase of a computer.

The following CANNOT be reimbursed: patient medical care, family planning medical services, capital improvements or alterations, cash assistance paid directly to clients, childcare or client transportation, or any cost not directly related to the grant.

B. Administrative Costs

Costs that represent the expenses of doing business that are not easily identified with the program but are necessary for the general operation of the organization and the conduct of activities it performs. Examples of such expenses include accounting, human resources, general agency administration, and costs to operate and maintain facilities.

Administrative costs cannot exceed 10 percent of the invoiced program costs or agency's federal indirect rate. Administrative costs can only be incurred on expenditures.

Family Home Visiting Data Agreement

1. **Data.** The data provided by GRANTEE to STATE under this Grant Project Agreement includes not public family home visiting data under Minnesota Statutes section 145A.17 subd. 3.(e) [the "Data"].
2. STATE shall use the Data exclusively for evaluation of the Family Home Visiting Program, for the creation of legislatively-mandated reports, for federal reporting requirements and for other purposes required or permitted by law.
3. STATE is responsible for ensuring proper handling and safeguarding of the Data by its employees, subcontractors, and authorized agents.
4. STATE will take all necessary and appropriate actions to ensure the privacy and security of the Data, and any not public data derived from the Data, during and after the term of this Grant Project Agreement as provided in Section 7, below. At a minimum, the STATE's actions must include the following:
 - 4.1 STATE shall not share the Data with any person who is not employed by the STATE or an agent or subcontractor of the STATE.
 - 4.2 STATE shall not share any Data with any agents or employees of STATE or subcontractors who do not have a need to know the Data in order to perform their job duties.
 - 4.3 STATE shall ensure employees, agents and subcontractors are trained in and comply with all applicable laws pertaining to the Data.
 - 4.4 STATE and its agents and subcontractors shall comply with Minnesota Statutes section 13.05, subdivision 3, which requires the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
 - 4.5 STATE shall not use any of the Data for any purpose other than performing the STATE's duties under this Grant Project Agreement or for any purpose specifically authorized by law or federal requirements.
 - 4.6 STATE must follow and meet all current requirements of the State of Minnesota network and security policies to ensure compliance with the Minnesota Government Data Practices Act with respect to the Data.

- 4.7 STATE must maintain adequate physical security for all facilities and equipment to protect against unauthorized personnel gaining access to STATE's equipment maintaining the Data. STATE must ensure compliance of all personnel who have access to the Data. STATE must deploy security technology that will maintain a sufficient level of security at all times.
 - 4.8 STATE will ensure it complies with all state and federal policies, procedures, and laws related to proper data practices, information policy, and use of the not public data.
 - 4.9 Any output documents, whether paper or electronic, must be transported, handled, and stored only by authorized employees, agents, or subcontractors of STATE.
 - 4.10 STATE will ensure its employees, agents, and subcontractors authorized to use the Data understand and follow policies and procedures for the appropriate and authorized use of the systems used to maintain the Data and for protection of the Data.
 - 4.11 STATE is responsible for approving all persons who have access to the systems used to maintain the Data and use of the Data. STATE is responsible for restricting any person's access who does not meet STATE's security requirements as having a need to know.
 - 4.12 The computer system and network used to store and access the Data must provide adequate security to prohibit unauthorized access to the Data. No unauthorized devices can be permitted to access, modify, use, or destroy any of the Data.
 - 4.13 When destroying or disposing of the Data, STATE must employ methods of destruction that ensure that the contents of the Data cannot be determined.
5. **Summary data.** Notwithstanding any other provision of this Grant Project Agreement, STATE may release Summary Data of the Data in a form that does not identify any individual and that does not allow anyone to ascertain the identity of any individual who is a subject of the Data, or as otherwise authorized by law.
 6. **Notification of Privacy and Security Incidents.** STATE must follow industry best practices to detect and immediately, or in any event no more than 24-hours after detection, notify GRANTEE's Authorized Representative of any known or potential Privacy or Security Incident regarding the Data provided by the GRANTEE under this Grant Project Agreement of which STATE becomes aware. For purposes of this Grant Project Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy Incident" means violation of the Minnesota Government Data Practices Act and/or other applicable data privacy or

protection laws, statutes, rules, regulations, or standards including, but not limited to, improper and/or unauthorized use or disclosure of not public data and incidents in which the confidentiality of the Data has been compromised in any way.

- 6.1 STATE acknowledges its responsibility under Minnesota Statutes section 13.055 to notify data subjects if their data has been breached as specified and defined in that section; and the obligation to notify the Minnesota Legislative Auditor as required by Minnesota Statutes section 3.971, subdivision 9. STATE will be responsible for making the determinations to notify and for preparing notifications to data subjects of Security or Privacy Incidents, unless otherwise required by law.
- 6.2 STATE shall make all reasonable efforts, in cooperation with GRANTEE's Authorized Representative, to mitigate any harmful effects resulting from any Privacy or Security Incident(s) and protect the Data from further unauthorized disclosure.
- 6.3 Following notification to GRANTEE's Authorized Representative, STATE shall immediately provide to GRANTEE's Authorized Representative, and update as it becomes available, all information pertaining to the Privacy or Security Incident including but not limited to:
 - i. The identification of each individual, who receives services by the GRANTEE, and whose data was accessed or acquired during the Privacy or Security Incident(s);
 - ii. A brief description of the Incident(s);
 - iii. The date(s) of any Incident(s) and the date(s) of the discovery of any Incident(s);
 - iv. The number of individuals whose data was accessed or acquired during the Incident(s);
 - v. A description of the types of GRANTEE-provided not public data involved in the Incident(s); and
 - vi. A detailed description of the STATE's mitigation efforts and efforts to protect against further Incident(s).
- 6.4 STATE shall cooperate with and assist GRANTEE and, if necessary, the Minnesota Legislative Auditor, in the investigation of any Privacy or Security Incident(s) and any other obligations set forth in this Grant Project Agreement or Minnesota Statute Chapter 13, including section 13.055, subd. 2. STATE agrees to provide written notification to any individual who is the subject of the Data and whose private or confidential data was, or, in the discretion of the STATE, reasonably believed to have been accessed or acquired during an Incident(s).

7. Termination; Maintenance of Data. Upon cancellation, expiration, or other termination of this Grant Project Agreement, STATE must continue to maintain the Data provided by GRANTEE or derived from the Data provided by GRANTEE in accordance with all applicable state and federal laws including all applicable state data retention schedules.