

A G E N D A R E P O R T

DATE January 20, 2004

ITEM CDBG Memorandum of Understanding between the City of Great Falls, Benefis Healthcare and Indian Family Health Center

INITIATED BY Mayor Randy Gray

ACTION REQUESTED Approve Memorandum of Understanding

PREPARED & PRESENTED BY Kim Johnson, CDBG Administrator

REVIEWED & APPROVED BY Mike Rattray, Community Development Director

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RECOMMENDATION:

Staff recommends approval of the Memorandum of Understanding between the City of Great Falls, Benefis Healthcare and Indian Family Health Center.

MOTION:

I move to approve the Memorandum of Understanding between the City of Great Falls, Benefis Healthcare and Indian Family Health Center.

SYNOPSIS:

The Memorandum of Understanding (MOU) is the result of a collaboration between local health care providers and the City of Great Falls to provide support and assistance to the Indian Family Health Clinic in their efforts to provide public health clinic services primarily to low and moderate income people. The MOU illustrates the responsibilities of each party with regard to the use of Community Development Block Grant (CDBG) funds in the purchase of condominium space in the Medical Office Building located at 1220 Central Avenue, and illustrates the support that will be given to assist Indian Family Health Center in providing needed public health services in Great Falls.

BACKGROUND:

In May, 2003 the City Commission allocated \$100,000 in CDBG funding for the purchase of medical office space located at 1220 Central Avenue, Suite 1B. Shortly thereafter a group of various local health care providers met with the Indian Family Health Clinic to collaborate on how the community could assist and support the Indian Family Health Clinic as they provide health care services in Great Falls. It was agreed that the property would be purchased with the owner to be Benefis Healthcare. Benefis agreed that they would not charge a rental fee to Indian Family Health Clinic for the property purchased with CDBG funds, and additionally would substantially reduce the rental fee to Indian Family Health Clinic for occupancy of additional space Benefis owns in the Medical Office Building. Three years after the purchase of the property, Benefis will transfer Suite 1B to Indian Family Health Clinic if the clinic is viable and operating as a public healthcare clinic.

The Indian Family Health Clinic has agreed to create an advisory board that includes representatives from Benefis Healthcare staff, City County Health Department, Great Falls Clinic, at least one independent physician, and a member at-large. They have also created success benchmarks that will make a positive difference in public health. These public health benchmarks will include financial, service, and access to and quality of care goals. The Indian Family Health Clinic agrees to utilize savings from all lease costs accrued from the beneficial lease rate to bolster their health care programs.

The City of Great Falls will file a mortgage in the amount of the purchase price to assure full compliance with CDBG obligations and requirements as specified in the 2003/2004 CDBG Agreement, and requires the Indian Family Health Clinic to provide health care services to low and moderate income people for a minimum of eight (8) years after the purchase of the property. This mortgage will stay in place for eight (8) years after the purchase of the property, and will be released if Indian Family Health Clinic continues to be viable and operating as a public healthcare clinic through the eight (8) year period. If Indian Family Health Clinic ceases to be viable and operating as a public healthcare clinic or if Indian Family Health Clinic or Benefis is in default of this MOU or the CDBG agreement at any time within the eight (8) year period, the City will become the owner of the Property.

The 2003/04 CDBG agreement and Indian Family Health Clinic's public health care goals are included as attachments to the MOU.

Attachment: Memorandum of Understanding and attachments

MEMORANDUM OF UNDERSTANDING (MOU)

The Memorandum of Understanding, hereinafter referred to as “MOU”, is made and entered into between the City of Great Falls, hereinafter referred to as the “City”, and Benefis Healthcare, hereinafter referred to as “Benefis”, and Indian Family Health Clinic, hereinafter referred to as “IFHC”. This MOU is executed outlining the type, scope, and extent of the commitments and responsibilities that will be provided by Benefis, IFHC and the City as pertains to the acquisition and utilization of 1220 Central Avenue, Suite 1B, described and in accordance with exhibit A which is attached, hereinafter referred to as “Property”. The parties herein fully understand and agree to the following:

1. The purpose of the Community Development Block Grant (CDBG) program is the development of a viable community by providing a suitable living environment and expanding economic opportunities primarily for low and moderate income people.
2. The purpose of this collaboration is to provide support and assistance to the IFHC in their efforts to provide public health clinic services primarily to low and moderate income people.
3. The City Commission has allocated a 2003/2004 Community Development Block Grant in the amount of \$100,000 to Benefis for acquisition of the Property. If the total cost of acquiring the Property is less than the \$100,000 allocation, the remaining CDBG funds may be used to pay monthly condominium fees until the full allocation is expended. This allocation is contingent upon receipt of grant funds from the U.S. Department of Housing & Urban Development to the City.
4. All federal requirements of the CDBG program, as they pertain to the Property, will be adhered to.
5. Prior to purchase, an appraisal of the Property will be conducted by a certified appraiser. It is agreed that all HUD acquisition and relocation requirements will be satisfied in the purchase of the Property.
6. Upon completion of the Property sale, Benefis will become the owner of the Property. A mortgage in favor of the City of Great Falls in the amount of \$100,000 will be placed against the Property for eight (8) years after the purchase of the Property to assure full compliance with CDBG obligations and requirements as specified in the 2003/2004 CDBG Agreement, which is hereby incorporated into this MOU by reference and attached hereto as exhibit B. A Quit Claim Deed from IFHC and Benefis back to the City will be held in escrow.
7. No later than 36 months after the date of purchase of the Property by Benefis, Benefis will transfer the Property to IFHC, if the IFHC is viable and operating as a public healthcare clinic, and plans to continue to operate as a public healthcare clinic. For the purposes of this MOU, the term “viable and operating” is defined

as continuing to receive operating funds from the Indian Health Service, or its successor, to provide public healthcare services for low and moderate income people. Upon such transfer of the Property to IFHC, the mortgage will stay in effect upon the property for the remainder of the term, as specified in section 6 above.

8. If IFHC ceases to be viable and operating as a public healthcare clinic or if IFHC or Benefis is in default of this MOU or the CDBG agreement at any time within the eight (8) year period stated in section 6 above, the City will become the owner of the Property, the IFHC agrees to vacate the premises, and the Quit Claim Deed will be released to the City.

If IFHC continues to be viable and operating as a public healthcare clinic through the eight (8) year period stated in number 6 above and all CDBG requirements as stated in the CDBG Agreement have been met, the escrow will be closed, the Quit Claim Deed will be returned to IFHC, and the City of Great Falls will release the \$100,000 mortgage.

9. Because the source of funding for the purchase of the Property is CDBG (federal) funds, Benefis agrees not to charge a rental fee for the Property. However, IFHC agrees to pay any and all expenses associated with the Property, including but not limited to condominium fees, property maintenance, utilities, and common area maintenance fees.

It is agreed that the acquisition of the Property and its subsequent use, as proposed, does not generate any CDBG program income.

Benefis will lease additional space, currently owned by Benefis and occupied by IFHC in the Great Falls Medical Building, 1220 Central Avenue to IFHC at a rate in accordance with a lease agreement between Benefis and IFHC.

Benefis will consider selling IFHC additional suites, currently owned by Benefis and located in the Great Falls Medical Building, at less than fair market value. The fair market value is to be determined through an appraisal by Benefis at the time of such sale.

10. The use of the property, including the beneficiaries of such use, cannot change at any time from that for which the acquisition was made without prior approval from the City Community Development Director. Any new use of the Property must benefit low and moderate income people. Any disposition or change of use of the Property must comply with federal CDBG regulations, and could require repayment of the \$100,000 grant or reversion of the Property to the City, if the disposition or change in use occurs during the eight (8) year term as specified in section 6 above.
11. IFHC agrees to utilize savings from all lease costs accrued from the beneficial

lease rate provisions of section 9 above, to bolster IFHC healthcare programs as described in the 2003/2004 CDBG application.

12. IFHC agrees to seek out and work with outside advisors by creating an advisory board that includes but is not limited to representatives from Benefis Healthcare Board of Directors and/or Benefis staff, City/County Health Department (CCHD) staff and/or its Board of Directors, Benefis Foundation, Benefis medical staff members in good standing including representatives from the Great Falls Clinic and at least one independent physician, and a member at large.
13. IFHC agrees to create and work toward meeting success benchmarks that will make a positive difference in public health. IFHC agrees to work with City/County Health Department staff in creating these public health benchmarks which will include: financial, service, and access to and quality of care goals. Such benchmarks as are established by CCHD and IFHC are incorporated by reference to this MOU and are attached hereto as exhibit C.
14. The terms of this MOU will terminate at the end of the eight (8) year period stated in section 6 above.

ACCEPTANCE OF THIS AGREEMENT:

BENEFIS HEALTHCARE

John H. Goodnow, President and CEO

Date

INDIAN FAMILY HEALTH CENTER

D.J. Lott, Executive Director

Date

CITY OF GREAT FALLS

John Lawton, City Manager

Date

APPROVED FOR LEGAL CONTENT:

David Gliko, City Attorney

Date

ATTACHMENT A

UNIT 1-B, OF THE GREAT FALLS MEDICAL BUILDING CONDOMINIUM TOGETHER WITH 7.02% OF THE GENERAL COMMON ELEMENTS ACCORDING TO THE DECLARATION OF SAID CONDOMINIUM RECORDED ON REEL 186 DOCUMENT 598 AND TOGETHER WITH ALL APPURTENANT INTERESTS AS LOCATED ON LOTS 1, 2, 3, 4, 5, 6, 7 INCLUSIVE, BLOCK 356, GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION TO GREAT FALLS TOWNSITE, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

ATTACHMENT B

**THE CITY OF GREAT FALLS
2003/2004 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA AND
BENEFIS HEALTHCARE AND INDIAN FAMILY HEALTH CLINIC**

BENEFIS HEALTHCARE AND INDIAN FAMILY HEALTH CLINIC, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Community Development Department of the City of Great Falls, a municipal Corporation of the State of Montana, hereinafter referred to as the Department on this _____ day of _____, 2003.

SECTION 1 – PROJECT DESCRIPTION

The Grantee has approved of, and hereby agrees to, the following project description, program budget and tentative activity schedule:

A Community Development Block Grant in the amount of \$100,000 for acquisition of the property located at 1220 Central Avenue, Suite 1B. Grantee is responsible for all costs incurred in excess of the grant amount. Every effort will be made to complete the acquisition by June 30, 2004.

The Grantee will carry out the activities as set forth in the Grantee's application for CDBG grant assistance, which by this reference is made a part hereof.

The Grantee agrees that the attached Memorandum of Understanding (MOU), which is attached as Attachment A to this agreement, is referenced and included as part of this agreement.

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development (HUD) regulations concerning Community Development Block Grant (CDBG). The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. HOLD HARMLESS

The Grantee shall indemnify and hold harmless the City of Great Falls, the Great Falls Community Development Department, and their agents and employees from and against all claims, damages, losses and expenses, including attorney fees arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss, or expense which is:

1. attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property, other than the work itself, including the loss and use resulting therefrom; and,
2. is caused in whole or in part by any negligent act or omission of the contractor(s), and subcontractor(s), or anyone directly or indirectly employed by any one of them or anyone else, for whose acts any of them may be liable, regardless whether or not it is caused in part or by party indemnified hereunder.

C. SUSPENSION/TERMINATION/REIMBURSEMENT

The Grantee agrees that suspension or termination of this project may occur if the Grantee materially fails to comply with any term of this Agreement, or any rules, regulations or provisions referred to within, and that this grant may be terminated for convenience by the Department. These conditions are fully described in 24 CFR 85.43 and 24 CFR 85.44:

1. 24 CFR 85.43 Enforcement
 - a. Remedies for noncompliance. If the Grantee and/or contractor materially fail to comply with any term of an award, whether stated in a Federal statute or regulation an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:
 - (i) Temporarily withhold cash payments pending correction of the deficiency by the Grantee or contractor or more severe enforcement action by the Department;
 - (ii) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - (iii) Wholly or partly suspend or terminate the current award for the Grantee's project;
 - (iv) Withhold further awards for the program, or
 - (v) Take other remedies that may be legally available.
 - b. Hearings, appeals. In taking an enforcement action, the Department will provide the Grantee or contractor an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or contractor is entitled under any statute or regulation applicable to the action involved.
 - c. Effects of suspension and termination. Costs of Grantee or contractor resulting from obligations incurred by the Grantee or contractor during a suspension or after termination of an award are not allowable unless the Department expressly authorizes them in

the notice of suspension or termination or subsequently. Other Grantee or contractor costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (i) The costs result from obligations which were properly incurred by the Grantee or contractor before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (ii) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- d. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or contractor from being subject to "Debarment and Suspension" under E.O. 12549 (see § 85.35).

2. 24 CFR 85.44 Termination for Convenience

Except as provided in § 85.43 awards may be terminated in whole or in part only as follows:

- a. By the Department with the consent of the Grantee or contractor in which case the parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- b. By the Grantee or contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either § 85.43 or paragraph (1) of this section.

The Grantee agrees to reimburse the Department all or part of this grant if at any time the Department of HUD determines that this activity was ineligible, but only if this ineligibility status resulted from any misrepresentation(s) by the Grantee.

D. REVERSION OF ASSETS

- 1. Upon final payment by the Department, the Grantee agrees that any unspent funds shall no longer be obligated by the Department to the Grantee.

2. This property, which is owned and leased respectively by the Grantee, has received more than \$25,000 in acquisition and /or improvement funds from the City's CDBG program, the Grantee hereby certifies that:
 - a. it will ensure that this property and/or facility will meet one of the national objectives referred to in 24 CFR 570.208 for a period of eight (8) years after the purchase of the property; or
 - b. it will dispose of this property or facility in a manner that has been approved of by the City Community Development Director and will minimally, result in the Department obtaining ownership of the property or being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the eight year period of time specified in 2(a) above.

E. TERM OF THE AGREEMENT

The term of this Agreement shall expire eight (8) years after the purchase of the property.

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT

1. The Grantee agrees to provide the Department with the following documents (if applicable) before any funds are disbursed by the Department:
 - a. This signed Community Development Block Grant Agreement
 - b. Grantee lease agreement that pertain to 1220 Central Ave, Suite 1B
 - c. Grantee's Articles of Incorporation
 - d. Grantee's tax exempt status certification
 - e. Grantee's by-laws or other such operational information
 - f. Any other pertinent information which the Department requests
2. The Grantee shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", as applicable, and with the following Attachments to OMB Circular No. A-110:
 - (1) "Cash Depositories", except for paragraph 4 concerning deposit insurance;
 - (2) "Bonding and Insurance";
 - (3) "Retention and Custodial Requirements for Records"
 - (4) "Standards for Financial Management Systems";
 - (5) "Monitoring and Reporting Program Performance," Paragraph 2;
 - (6) "Property Management Standards";
 - (7) "Procurement Standards".

B. DOCUMENTATION AND RECORD-KEEPING

1. The Grantee agrees to maintain all records required by the Federal regulation specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - a. Records providing a full description of the activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. All property acquisition records including appraisal, buy-sell agreement, and closing documents;
 - d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - e. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
 - f. Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of eight (8) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information as requested by the Department which may include client eligibility for services, and client ethnicity. The Grantee agrees to provide the Department all non-duplicated information required. This report is due annually on or before July 31st of each year for eight (8) years after the purchase of the property, and will cover the period from July 1st through June 30th of each year unless otherwise specified by the Department.
4. The Grantee understands that client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the Department's or Grantee's responsibilities with respect to services provided under this contract, is prohibited.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the Department and the U.S. Department of Housing & Urban Development hereinafter referred to as HUD, at any

time during normal business hours, as often as the Department of HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

C. REPORTING AND PAYMENT PROCEDURES

1. Program Income

The Grantee agrees that this CDBG activity, as proposed, generates no program income as defined in 24 CFR 570.500(a) and therefore, the requirements of 24 CFR 570.504 are not applicable to this project. This paragraph does not nullify any of the requirements described in Section 2-D of this Agreement.

2. Payment Procedures
The Department will pay to the Vendor or Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget and department policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the Department reserves the right to liquidate funds available under this contract for costs incurred by the Department on behalf of the Grantee.
3. Progress Reports
The Grantee will report to the Department progress towards meeting goals, and achievements in providing program benefits to the Department in the form, content, and frequency as required by the Department.

D. PROCUREMENT

1. Compliance
The Grantee agrees to comply with current Department policy concerning the purchase of real property and shall maintain inventory records of all property as defined by such policy as may be procured with funds provided herein.
2. OMB Standards
The Grantee shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

E. OTHER PROGRAM REQUIREMENTS

1. The Grantee shall carry out the activities under this contract in compliance with all Federal laws and regulations as described in 24 CFR 570 Subpart K:
 - (1) 570.600 General;
 - (2) 570.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99
 - (3) 570.602, Section 109 of the Act;
 - (4) 570.603, Labor Standards;
 - (5) 570.604, Environmental Standards;
 - (6) 570.605, National Flood Insurance Program;
 - (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
 - (8) 570.607, Employment and Contracting Opportunities;
 - (9) 570.608, Lead-Based Paint;
 - (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
 - (11) 570.610, Uniform Administrative Requirements and Cost Principles;
 - (12) 570.611, Conflict of Interest;
 - (13) 570.612, Executive Order 12372; and
 - (14) 570.613, Eligibility Restrictions for Certain Resident Aliens; and except that:
 - (i) The Grantee does not assume the Department's environmental responsibilities described in 570.604; and

- (ii) The Grantee does not assume the Department's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

2. Historic Preservation

The Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

3. Real Property Acquisition & Relocation

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, insofar as they apply to the performance of this contract.

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS

1. Compliance

The Grantee agrees to comply with all local and state civil right ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination.

B. AFFIRMATIVE ACTION

1. W/MBE

The Grantee will use its best efforts to afford minority and women-owned

business enterprises the maximum practicable opportunity to participate in the performance of this contract.

2. Access to Records

The Grantee shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Department, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. EEO Statement

The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee, state that it is an Equal Opportunity Employer.

C. CONDUCT

1. Assignability

The Grantee shall not assign this contract or any of the payments that become due without the written consent of the Department.

2. Subcontracts

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Department prior to the execution of such an agreement.

The Department will monitor all subcontracted services to assure contract compliance.

The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

The Grantee shall undertake procedures to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of contracts and subcontracts shall be forwarded to the Department along with documentation concerning the selection process.

3. Conflict of Interest

Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement, either for themselves or their family, during their tenure or for one year thereafter.

4. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

_____ The Grantee hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

_____ The Grantee hereby certifies that this structure is not owned by any religious entity. (If applicable)

5. Lobbying

The Grantee certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by section 1352, Title 31, U.S. Code.

**APPROVED BY:
THE CITY OF GREAT FALLS**

John Lawton, City Manager

GRANTEES: ACCEPTANCE OF THIS AGREEMENT BY THE

BENEFIS HEALTHCARE

John Goodnow, President and CEO

INDIAN FAMILY HEALTH CLINIC

D.J. Lott, Executive Director

APPROVED FOR LEGAL CONTENT:

David Gliko, City Attorney

ATTACHMENT C

Within the mission and goals to elevate the health status of AI/ANs to the highest level possible, an urban Indian health program may provide the following health services. The services can be delivered directly by a subcontract or through a referral process.

Primary Health Services

- Family Planning
- Prenatal Care/Obstetrician/Gynecologist
- Well Child Care
- Adolescent Care
- Well Adult Care
- Acute Episode Medical Care
- Management of Chronic Medical Problems

Support Services

- Laboratory (Basic Diagnostic)
- Diagnostic X-ray
- Pharmacy

Substance Abuse Services

- Prevention
- Treatment
- Education

Allied Health Services

- Mental Health
- Social Services
- Health Education
- Nutrition Assessment & Education
- Transportation
- Community Health Services (Outreach/Referral)
- Substance Abuse Counseling

B. Goals. The goals are to establish minimum requirements for the management of urban Indian health programs that include the following:

- (1) Ensuring that quality health services are provided to **at least 800 clients** of the Indian Family Health Clinic.

C. Objectives

The major objective of this section is to provide criteria for development of quality health services and outreach and referral programs responsive to the needs of urban AI/AN communities. This section identifies structural issues that must be met for the successful development and maintenance of the program.

Adherence to standards in the IHS Urban Program Review Manual is required. Local programs may establish additional criteria as policy and procedure manuals are completed for their program components.

D. Management Aspects

The IHS funded Urban Indian Health Programs shall, be managed in accordance with the criteria outlined in the IHS Urban Program Review Manual for each of the following areas:

- (1) Governance - **Maintain a Native American Majority on the Board of Director's for the Indian Family Health Clinic.**
- (2) Administration – **Receive favorable review marks on annual Urban Program Coordinator's Review**
- (3) Financial Management – **Conduct independent, annual audit in accordance with established accounting procedures.**
- (4) Medical Program Management - **Provide primary health care and diabetes care to at**

least 800 qualified community members.

- (5) Dental Program Management - **Work with local agencies to begin a system for dental referral.**
- (6) Outreach/Community Services - **Provide outreach and community services (as recorded in the Uniform Common Reporting Requirement UCRR) for 100 qualified community members.**
- (8) Transportation - **Provide transportation services to qualified members as needed.**
- (9) Allied Health Services - **Provide services in the following areas as the limited resources allows:**
 - **Mental Health – 25 individuals with 4 hours each of MH counseling yearly**
 - **Social Services – 100 individuals annually with access to our community resource advocate who will assist with social service/health care needs**
 - **Health Education – in conjunction with all IFHC services**
 - **Nutrition Assessment & Education - same as above**
 - **Substance Abuse Counseling – at least 4 adults and 4 youth in-patient treatment/ year. Level I Outpatient/Aftercare counseling to at least 100 individuals**