

CITY CLERK
GLOUCESTER, MA
2021 JUN 30 AM 9:07



GLOUCESTER CITY COUNCIL
Budget & Finance Committee Meeting
Thursday, July 8, 2021 – 5:30 p.m.
REMOTE MEETING

Consistent with Chapter 20 of the Acts of 2021, this meeting will be conducted by remote participation. The public may not physically attend this meeting but every effort will be made to allow the public to view and listen to the meeting in real-time and participate when necessary. Persons who wish to do so are invited to view the meeting at:

Join from Computer, Smart Device: <https://gloucester-ma-gov.zoom.us/j/86328193662>

Join via Phone: 1-301-715-8592 or 1-312-626-6799

Meeting ID: 863 2819 3662

Please visit <http://gloucester-ma.gov/remote-public-meetings> for instructions and guidance on how to join a remote meeting

AGENDA

Individual items from committee reports may be consolidated into a consent agenda

1. Memorandum from Public Health Director requesting acceptance of a one-year grant extension for the Mass in Motion Grant in the amount of \$40,000 for FY22
2. Memorandum from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report and other related business

COMMITTEE

Chair, Councilor Melissa Cox
Vice Chair, Councilor Scott Memhard
Councilor John McCarthy

CC: Mayor Theken; Joanne M. Senos; Frank Cousins; Chris Sicuranza; Kenny Costa; John Dunn; Karin Carroll

The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may be discussed & other items not listed may also be brought up for discussion to the extent permitted by law. Items may be taken out of order.



CITY OF GLOUCESTER

Health Department
3 Pond Road, City Hall Annex
Gloucester, Massachusetts 01930
PHONE: 978-281-9771 · Fax: 978-281-9729
WEBSITE: www.gloucester-ma.gov



Public Health
Prevent. Promote. Protect.

Memorandum

To: Mayor Sefatia Romeo Theken
From: Karin Carroll, Director, Health Department
Date: June 16, 2021
Re: Acceptance of a 1-year contract extension of Mass in Motion Grant

Dear Mayor Romeo Theken,

The Gloucester Health Department is pleased to report that the MDPH Bureau of Community Health and Prevention will provide the City of Gloucester with a 1-year grant contract extension for the Mass in Motion Grant in the amount of \$40,000 for FY22, to be expended during the timeframe of July 1, 2021 - June 30, 2022.

We respectfully seek Mayoral and City Council approval to use these funds for FY22 so Cape Ann Mass in Motion, which includes the communities of Gloucester, Essex, Rockport, and Manchester by the Sea, may expand on its existing efforts from the past 7-year contract to create an environment on Cape Ann that supports physical activity and provides access to healthy foods. It is anticipated that a new RFP to continue this important work will be released in Fall 2021 for subsequent years' funding.

Staff will be available to answer any questions City Council may have.

Sincerely,

Karin Carroll
Public Health Director
City of Gloucester Health Department



City of Gloucester
Grant Application and Check List

Granting Authority: State X (50%) Federal X (50%) Other _____

Name of Grant: Mass in Motion Municipal Wellness & Leadership Initiative

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: The Massachusetts Department of Public Health (MDPH), Bureau of Community Health and Prevention

Object of the application: To implement local policy, systems, and environmental change strategies to prevent and reduce overweight/obesity, chronic disease, and associated risk factors and to create healthier communities.

Any match requirements: NO

Mayor's approval to proceed: _____
Signature [Signature] Date 6/16/2021

City Council's referral to Budget & Finance Standing Committee: _____
Vote Date

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____
Vote Date

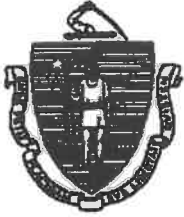
City Clerk's Certification of Vote to City Auditor: _____
Certification Date

City Auditor:
Assignment of account title and value of grant: _____
Title Amount

Grant Budget by line item account: _____

Auditor's distribution to managing department: _____
Department Date sent

NOTE: A copy of all grant paperwork must be submitted to the Auditor's Office



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

June 01, 2021

Jenna Melvin
City of Gloucester
3 Pond Rd.
Gloucester, MA 01930

Contract ID#: INTF4200PP1502925082

RE: Mass in Motion

Dear Ms. Melvin,

This letter is to inform you that the Massachusetts Department of Public Health, Bureau of Community Health, and Prevention will be utilizing its option to renew your cost reimbursement contract to provide Mass in Motion services for FY2022. The contract renewal amount is indicated below:

Current Amount – All years (through FY21):	\$ 270,000.00
Renewal Amount (FY 22: July 1, 2021 – June 30, 2022)	\$ 40,000.00
New Total Maximum Obligation – All years (through FY22)	\$ 310,000.00

Please read any attached instructions and conditions and respond within the timeframe specified. Complete and return the enclosed contract to the MDPH Purchase of Service (POS) Office by the required date. If you have any questions regarding this amendment please contact:

Program Contact: Jessica del Rosario
Phone: (617) 624-5470
Email: Jessica.del.Rosario@mass.gov

On behalf of the Department, I want to thank you for your commitment to improve the health of the people of the Commonwealth.

Sincerely,

Elizabeth Barry
Deputy Director
Bureau of Community Health and Prevention (BCHAP)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions, which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: CITY OF GLOUCESTER		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4): 9 DALE AVE GLOUCESTER, MA 01930-3009		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Jenna Melvinn-Newbegin	Phone: 978-282-8007 978-325-5261	Billing Address (if different):	
E-Mail: jnewbegin@gloucester-ma.gov	Fax: 978-282-8046	Contract Manager: Sofia Brasileiro	Phone: 617-624-6180
Contractor Vendor Code: VC6000192096		E-Mail: Sofia.Brasileiro@mass.gov	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF4200P01502925082	
		RFR/Procurement or Other ID Number: 502925	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all grants <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to <u>06/30, 20 21</u> . Amendment: Enter Amendment Amount: \$ <u>40,000.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total If Contract is being amended). \$ <u>310,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Renewal with Maximum Obligation Change			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01, 20 21</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 22</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>6/15/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sefatia Romeo Theken</u> Print Title: <u>Mayor, City of Gloucester</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

Mass in Motion Scope of Work and Contract Conditions Fiscal Year 2022

Vendor: City of Gloucester
Contract ID#: INTF4200PP1502925082

SCOPE OF WORK

The purpose of the Mass in Motion Municipal Wellness and Leadership initiative is to implement local policy, systems and environmental change strategies to create healthy environments as a way to prevent and reduce overweight/obesity, chronic disease and associated risk factors. Interventions will focus on changes that reduce and remove barriers that limit access to healthy foods and opportunities for physical activities (healthy eating and active living) and promote healthy and safe physical environments. The aim of interventions is to improve health outcomes overall and particularly where and for whom disparities in health outcomes exist by addressing the causes (or determinants) of the disparities related to healthy eating and active living.

The initiative is municipal led with the creation of a multi-sector partnership to develop and implement community-level strategies. Grantees will use the funds to transform where their residents live, work, and play so that they can lead healthier, more productive lives. Strategies must be consistent with best practices from the Centers for Disease Control and Prevention (CDC) and evidence-based practice such as recommendations from the Institute of Medicine and Robert Wood Johnson Foundation¹. Mass in Motion is a multi-faceted initiative and all local strategies as part of the Municipal Wellness and Leadership Initiative must be consistent with state-wide, Massachusetts Department of Public Health (DPH) lead Mass in Motion efforts.

Community-level healthy eating and active living strategies include:

- A specific municipal- or regional-level change of a policy, system and/or environment:
 - A **policy** improvement may include "a law, regulation, procedure, administrative action, incentive, or voluntary practice of governments and other institutions."²
 - A **systems** improvements may include a "change that impacts all elements, including social norms of an organization, institution, or system."³
 - **Environmental** improvements may include change to the physical, social, or economic environment."⁴
- The elimination or reduction of a barrier that limits access to healthy food and/or opportunities for physical activity or eliminates a cause of why the limitation to healthy eating or active living exists and promote healthy and safe physical environments, specifically for an identified population facing

¹ Centers for Disease Control and Prevention. State, tribal, local, and territorial public health professionals gateway: policy at CDC. <http://www.cdc.gov/stltpublichealth/Policy/index.html>. Accessed June 8, 2012.

² Centers for Disease Control and Prevention. Community Health Assessment and Group Evaluation (CHANGE) action guide: building a foundation of knowledge to prioritize community needs. <http://www.cdc.gov/healthycommunitiesprogram/tools/change.htm>. Accessed May 22, 2013.

³ Ibid.

⁴ Ibid.

disparities in health outcomes, while also having benefits for other populations or a neighborhood as a whole (or is a change that can be replicated across the community).

- The ability for a Mass in Motion grantees/communities to achieve the strategy improvement or change within 12-18 months or show significant progress towards achievement of key milestones in this time period.
- Evidence that demonstrates the likelihood of strategy to improve short-, intermediate- and long-term healthy eating or active living related outcomes, particularly for identified populations.
- Community-level support from decision-makers, advocates and representative of populations or neighborhoods experiencing disparities in health outcomes to advance, implement and provide accountability to ensure execution and benefit for identified populations and community as a whole.

CONTRACT CONDITIONS

Required initiative components include:

- Collaborate with other DPH funded programs and partners as identified by grantee and DPH to strengthen local policy promotion and creation of healthier communities.
- Apply a health equity lens to local efforts. Engage community coalitions and members of priority populations and/or residents of areas experiencing health disparities or at highest risk for overweight, obesity, chronic disease and related negative health outcomes when gathering and analyzing information and data, identifying limitations to healthy eating and active living and the causes (or determinants) of these limitations, and when selecting strategies to implement.
- Each grantee should have one individual Coordinator (at least .5 FTE) who is able to coordinate local Mass in Motion activities including development of annual work plan and related progress reporting, gathering and analysis of data and information about needs and causes related to healthy eating and active living, policy, systems and environmental strategies, multi-sector partnership and grant requirements. Depending on the size of the grant, additional staff or consultants can be funded to work on grant activities.
- Establish and coordinate a multi-sector partnership to identify, advance and adopt community-level policy, system and/or environmental change strategies. The partnership should:
 - Include municipal and community-based partners
 - Be reflective of stakeholders that can impact the selected strategies
 - Ensure inclusion and meaningful engagement of community members, particularly representatives of populations or neighborhoods facing disparities in health outcomes
- Implement a minimum number of community-level strategies as annually identified by DPH that address healthy eating and active living. Grantees must implement strategies that are broad based policy, systems and environmental change strategies aimed at creating conditions to support and reinforce healthy behaviors for people of all ages and abilities and for populations experiencing disparities. Grantees are required to take a comprehensive approach and include both healthy eating and active living strategies in their work plan.

Cost categories

- Staff time
- Fringe

- Payroll taxes
- Program supplies
- Travel should primarily be in-state. Out-of-state travel will only be permissible when pre-approved by DPH.
- Contractual costs
- Administrative/overhead/indirect costs of up to 15% for the lead municipality and/or regional agency
- Utilities

Allowable Expenses

To be considered an allowable expense, costs must meet the following general criteria:

- Be necessary and reasonable for proper and efficient operation of the initiative.
- Be permissible under applicable state and/or federal laws and regulations.
- Be the net amount after applying all applicable credits, such as purchase discounts, project-generated income, and adjustments of overpayments.
- Must not be included as a cost in any other project or grant.

Non-Allowable Expenses

- Supervisor and administrative time should be limited to .1 FTE unless DPH provides prior approval.
- Food expenses outside of food for meetings and trainings or food demonstrations that support work plan strategies (ex. EBT matching dollars, purchase of produce, gift cards, vouchers, coupons etc.).
- Equipment (ex. computers, laptops, cell phones, furniture, construction equipment, playground equipment, gym equipment, etc.) unless DPH provides prior approval.
- Gift cards/coupons/vouchers.
- Recipients may not use funds for litigation and/or for directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office.

Fiscal Performance Requirements

- First quarter funds will be released to lead municipality upon 1) DPH receipt of a signed contract and initial Fiscal Year 2022 budget and 2) signatures by authorized signatory and project manager accepting the terms of these contract conditions. Future payments will be issued to the lead municipality on a quarterly basis upon receipt of quarterly expenditure reports and approved workplan.
- Grantees will be required to submit quarterly expenditure reports. Reports will be due at the end of each quarter on or before the 31st of the following month (ex. Jan 31st, Apr 30th, Jul 31st etc.). Failure to submit reports by required deadline may result in subsequent payments being withheld.
- Any unspent funds must be returned to DPH at the end of each fiscal year.

- Backup documentation on all expenses such as invoices, receipts and timesheets are required to be kept until end of grant and archived for seven years after contract ends.

Initiative Performance Requirements

- Grantee must complete a comprehensive annual work plan with identified activities related to conducting needs assessment and analysis of root cause barriers to healthy eating and active living and identified policy, systems and/or environmental change objectives and related reportable activities and milestones marking progress towards stated objectives. Grantees must submit and receive DPH approval of their Fiscal Year 22 work plan with aligned budget before the end of the first quarter (September 30, 2021) in order to receive payment for the second quarter.
- Revised budgets with a change in key personnel, deviance of more than 15% or significant change of scope will require a budget change request.
- Grantee will submit one mid-year progress reports and one end-of-year final report on work plan milestones and participate in Mass in Motion evaluation and data collection activities as requested. The mid-year progress report is due on or before six weeks after the end of second quarter. The end-of-year report is due on or before six weeks after the close of the fiscal year. Failure to submit reports by required deadline may result in subsequent payments being withheld.
- Grantees need to attend required meetings, trainings and webinars. An annual calendar of required meetings, trainings and webinars will be provided.
- Grantees will be required to participate in site visits and fiscal audits as deemed necessary by DPH.
- Grantees will be required to receive technical assistance deemed necessary by DPH in order to successfully implement strategies.
- In order to ensure consistent Mass in Motion messaging, grantees will be required to work with communications technical assistance providers when seeking earned media opportunities.
- Attribution for DPH funded activities on press releases, flyers, etc. should include the Mass in Motion logo and the following language *"This program is funded by Mass in Motion, an initiative of the Massachusetts Department of Public Health."*
- Grantees should adopt the DPH Healthy Meetings and Events Guide for all grant funded meetings and activities. <http://www.mass.gov/eohhs/docs/dph/com-health/nutrition-phys-activity/healthy-meeting-event-guide.pdf>
- Grantees will use available resources such as the Massachusetts Healthy Community Design Toolkit to inform strategies aimed at improving the built environment to advance opportunities for healthy living by encouraging walking/bicycling (for transportation and recreation), increasing access to public transportation and improving access to healthy food for people of all and ages and abilities. http://www.pvpc.org/sites/default/files/files/HCDT_2ndEdition_140624_01.pdf

SIGNATURES REQUIRED FOR CONTRACT EXECUTION

We have read and understand the scope of service and contract conditions for the Mass in Motion grant.

Municipality:

City of Gloucester

1. Authorized Signatory:

Print Name Sefatia Romeo Theken

Title Mayor, City of Gloucester

Sign:

Date 6/14/2021

2. Mass in Motion Coordinator/Grant Manager:

Print Name Jennifer Donnelly

Title Cape Ann Mass in Motion Coordinator

Sign:

Date 6/14/2021

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Health Department

ACCOUNT NAME: Mass in Motion - Cape Ann - Federal Portion

FUND NUMBER AND NAME: (N/A FOR NEW FUND) 2028 MIMFED

CFDA # (Required for Federal Grants): 93.758

DATE PREPARED: 6/16/2021

**APPROVED
AMENDED BUDGET**

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4____)				
46800	\$20,000.00			\$20,000.00
				\$0.00
				\$0.00
Total:	\$20,000.00		\$0.00	\$20,000.00
511000	\$18,682.50		\$0.00	\$18,682.50
515000	\$0.00		\$0.00	\$0.00
517002	\$0.00		\$0.00	\$0.00
517008	\$0.00		\$0.00	\$0.00
520000	\$700.00		\$0.00	\$700.00
530008	\$0.00		\$0.00	\$0.00
540000	\$617.50		\$0.00	\$617.50
570000	\$0.00		\$0.00	\$0.00
571000	\$0.00		\$0.00	\$0.00
579100	\$0.00		\$0.00	\$0.00
596001	\$0.00		\$0.00	\$0.00
Total:	\$20,000.00		\$0.00	\$20,000.00



DEPARTMENT HEAD SIGNATURE _____

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____