Health Foundation
for Western & Central New York
Investing in Better Health for People and Communities

GRANT AGREEMENT

This grant from the Health Foundation for Western and Central New York (the "Foundation"), a New York not-for-profit corporation, is to be used solely for the purposes described below and is subject to your acceptance of the conditions specified below. This Agreement will be effective when signed by a properly authorized representative of your organization and returned to the Foundation.

Grant Number: **946**

Grantee: **Erie County Department of Health**

Award Amount: **$10,000**

Period of Grant: **August 1, 2014 through December 28, 2015**

Project:	***Increase Breastfeeding Rates in Erie County***		
Project Director:	**Cheryll Moore**		
Phone:	**716-858-7695**	**Email:**	**Cheryll.moore@erie.gov**

Purpose: Funds will be used to support the Erie County Department of Health in collaboration with area hospitals and community partners to increase breastfeeding rates in the community.

Foundation Contacts for this Grant:
Monica Brown
716-852-3030 x108
mbrown@hfwcny.org

Report Schedule:

Date Due	Type of Report
April 27, 2015	Interim Narrative
January 25, 2016	Final Narrative Report
January 25, 2016	Final Financial Report

Payment Schedule:

$ 10,000 Within 30 days of receipt of fully-executed grant Agreement

Objectives/Scope of Work: See attached scope of work

Evaluation: Not Applicable

Special Conditions: Not Applicable

Type of Organization* (Check one)

_____ **Private Foundation**

_____ **501(c)3 organization**

_____ **Other nonprofit organization** **TYPE:** **501(c)** _____

_____ **Other for profit organization**

__X__ **Other _County Agency_**

Documentation Required

GRANT CONDITIONS

1. Political Activities

Grant funds may not be used for any of the following purposes: to carry out propaganda, or otherwise attempt to influence legislation; to influence the outcome of any specific public election or to carry on directly or indirectly any voter registration drive; to make grants to individuals or to other organizations except as described in the Project; or to undertake any activity for a purpose other than for the Project.

2. IRS Determination

A copy of the determination letter from the Internal Revenue Service should be submitted to the Foundation as an attachment to this Agreement. *(Public agencies are exempt from this requirement.)* The grantee states that the facts supporting Grantee's tax-exempt and public charity status under Sections 501(c)(3) and 509(a) of the Internal Revenue Code (the "Code") have not changed since the issuance of the IRS determination letter which was provided to the Foundation, and which has not been revoked or amended. The Grantee is not aware of any facts which could result in a change in its tax-exempt status under Code Sections 501(c)(3) or 509(a) or relevant state law, or the imposition of excise taxes under Code Section 4958, dealing with "intermediate sanctions."

3. Reporting

Progress Reports

Periodic reports are required as a condition of this grant. Narrative reports should include project progress to date and any related project activities. Financial reports should include a summary of expenditures for the period covered by the report, consistent with the approved project budget.

Final Report

A final report is usually required as a condition of Foundation grants (see the section of this Agreement entitled Objectives/Scope of Work for the specific requirements of this grant). If required the final report should be comprehensive and include: 1) a summary of the project objectives; 2) accomplishments toward achieving those objectives and any changes made during the course of the project in the strategy for accomplishing them; 3) problems you may have encountered and how they were resolved; and 4) a complete financial statement showing all grant funds received and expended. In the case of multi-year grants, the final financial report need only report on expenditures from the last reporting period through the end of the grant period.

4. Expenditure of Funds

This grant is to be used in accordance with the Grantee's approved program and budget. Permission to make any major changes in Program objectives, implementation strategy, key personnel, timetable, or in the approved budget (line items added or deleted or transfers among line items, amounting to $1,000 or 10 percent of the approved line item amount, whichever is larger), must be requested in writing, and the Foundation's approval obtained before such changes are implemented.

Grantees are encouraged to deposit grant funds in insured interest-bearing accounts. Interest funds accrued during the course of the grant may be used to benefit Project activities with prior approval of the Foundation. Any funds (including interest accrued) not expended or committed for the purposes of the grant within the grant period (or any authorized extension of the grant period) must be returned to the Foundation within 60 days of the close of the grant.

Equipment purchased and copyrighted materials developed with grant funds (as described below) will be property of the Grantee as long as it is not diverted from the Project purposes, even if the Foundation's funding has ceased. If the equipment or copyrighted materials are used for purposes other than the Project or the Grantee goes out of existence or ceases to operate during the term of the grant, the equipment and or copyrighted materials shall belong to the Foundation.

5. Ownership of Materials and Copyrightable Materials

In the event that any publications, manuals, films or other copyrightable materials are **produced by the Foundation** for the Project, any and all copyrights accruing under, or in connection with, are reserved to the Foundation unless specific exceptions are made as part of this agreement. In the event that any publications, manuals, films or other copyrightable materials are **produced by the Grantee**, any and all copyrights accruing under, or in connection with, the Project are reserved to the Grantee.

For copyrightable materials produced by the grantee, appropriate credit should be given to the Foundation. The Grantee will also make copies available to the Foundation for the Foundation's use throughout the life of the material. The Foundation expects that, in the event that the Grantee charges a fee to others for use of these materials, that fee be kept as reasonable as possible with revenue reinvested into the program through which the materials were produced and the Foundation is exempt from fees for use of the materials.

The Grantee, without exception, shall indemnify and save harmless the Foundation, its directors, trustees, officer, employees and agents from liability of any nature or kind, including costs and expenses, for or on account of any copyrighted article produced by the Grantee.

6. Payments

All payments under this grant will be made in accordance with the specific requirements described under the "Payment Schedule". Payments contingent on progress reports listed under the "Report Schedule" will be issued within thirty (30) days of receipt and approval of the reports.

7. Financial Records

The Grantee is expected to maintain complete books and records of revenues and expenditures for the Project, which should be made available for inspection at reasonable times if deemed necessary by the Foundation. Although the grant funds need not be physically segregated, such funds should be shown separately on your books for ease of reference and verification. The Foundation, at its expense, may periodically audit a selected number of its grants. If your grant is selected, you will be expected to provide all necessary assistance in connection with such audit. Records must be kept for at least three (3) years after completion of the grant.

8. Acknowledgement and Publicity

The Foundation may periodically issue a general press release(s) announcing grant awards. If the Grantee wishes to issue a press release regarding this grant, the Foundation requires review and final sign-off of the text, including any Program-related photo with applicable signed releases naming the Foundation.

Any publication produced by the Grantee that refers to or results from this grant should include an acknowledgment of the Foundation that reads: *Supported by a grant from the Health Foundation for Western and Central New York. The Health Foundation is a non-profit private foundation the mission of which is to improve the health and health care of the people of Western and Central New York.*

9. Grant Termination

The Foundation may terminate the grant at any time if, in the Foundation's sole judgment, the Grantee becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of accomplishing the purposes of the grant, or fails to comply with any of the conditions of the grant award. Upon receipt of notice of termination, the Grantee shall return all unexpended grant funds to the Foundation, together with the reports detailing the use of any expended funds. If it becomes necessary for the Foundation to take any legal action to collect the grant, the Grantee agrees to pay the reasonable attorneys' fees of the Foundation, as well as all costs of collection.

10. Relationship of the Parties

It is expressly understood that the Foundation has no obligation to provide other or additional support for this or any other project or purposes. The Foundation does not exercise control of the Grantee; the Grantee is a separate entity from the Foundation and an independent contractor. Operational implementation of the grant is the sole responsibility of the Grantee. The Grantee has the corporate power and any regulatory approvals necessary to accept the grant and conduct the Project.

11. Miscellaneous

The Grantee's rights and obligations under this Agreement are specific to the Grantee, which may not assign its rights or obligations hereunder to any person or entity without the prior written consent of the Foundation. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to its conflict of laws principles. Venue for any disputes arising hereunder shall be in the courts located in Erie County.

Acceptance of Terms and Conditions. This Agreement is to be signed by an official authorized to sign for your organization and by the project director,* signifying that your organization agrees to comply with all the terms and conditions of the grant specified above. If the project director is authorized to sign for the institution, the same person may sign in both capacities.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified. *The project director is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project.

For: _____
Grantee Institution

By: _____ _____
Signature of Authorized Official | Signature of Project Director

_____ _____
Name | Name

_____ _____
Title | Title

_____ _____
Date | Date

For: Health Foundation

Electronically Approved
Greg Kammer
Assistant County Attorney

By: _____
Signature of Authorized Official

_____
Name

_____
Title

_____
Date

Electronically Approved
Gale R. Burstein, MD, MPH
Commissioner of Health of the
County of Erie

Please return signed copy of this Agreement to:

Lynn Alexander
Health Foundation for Western & Central New York
726 Exchange Street, Suite 518
Buffalo, NY 14210
lalexander@hfwcny.org

Talking points for Breastfeeding Funding

ECDOH, in collaboration with hospitals and community partners has chosen Maternal Child Health – increasing breastfeeding rates in the community as one of our Community Health Improvement Plan objectives

The Healthy Start, Healthy Future for All Coalition is the structure in place to deliver collaborative activities. As a coalition they have been working on increasing number of Pediatric Breastfeeding Friendly Practices, increasing the number of Baby Cafes, working with local hospitals to receive "Baby Friendly" designation, providing Certified Lactation Certification trainings, increasing workplace lactation availability, and other activities.

The Coalition had received an 18 month CDC Breastfeeding grant to increase these activities in the community which allowed them to hire a coordinator to move these initiatives along. The grant is currently over and the activities need to continue with the energy that is in the community currently.

We had applied to the NYS Health Foundation for $50,000 for 18 months to continue the activities and expand services in the community. The proposal submitted reflected activities with the assumption of receipt of $50,000 from the NYS Health Foundation that we applied for and $50,000 in local matching funds.
We have been awarded $25,000 (half of what we applied for) contingent on soliciting local matching funds. We are asking for $25,000 as a match. This will allow us to hire a ***½ time coordinator*** and complete the proposed deliverables. Identification of an additional $50,000 on top of that would allow the hiring of a full time coordinator and a proportionate increase in the deliverables.

Goals/Objectives for this Grant:
Goals:
Establishment of one breastfeeding friendly hospital in Erie County.
Establishment of three breastfeeding friendly practitioners in Erie County.
Objectives:
1. Expand, diversify and strengthen coalition efforts to improve breastfeeding rates among Medicaid-eligible women in communities of color,
2. Improve breastfeeding supports in medical practices,
3. Improve breastfeeding supports in home visiting programs,
4. Improve breastfeeding supports in child care and day care settings,
5. Improve community support for breastfeeding.

We will be using the funds for the below noted activities:

Support of & provide sustainability for Baby Cafes by providing CLC training for new staff, supplies & assisting with identification & procurement of supplemental funding streams. **2 new Café sites**

Coordinator will work with all delivery hospitals to adopt Great Beginnings NY as standard operating procedure. This is the first step in attaining Baby Friendly Designation. Each delivery hospital will be asked to commit to adopting a minimum **of 3 of the 10 steps** in the grant period. The Coordinator will assist with training & implementation activities at each hospital. It is anticipated that each delivery hospital will have different adoption timelines based on competing priorities.

We will utilize each health system's internal communication system to solicit and assist associated OB/GYN, Pediatric and PCP practices to attain NYS Breastfeeding Friendly Practice designation. The goal is for **3 practices** from each health system to be awarded said designation.

We will work with our academic evaluation team (University at Buffalo Family Medicine, Buffalo State College Center for Health & Social Research & D'Youville College Center for Research on Physical Activity, Sport & Health) to monitor & publicly report on key indicators including: rate of increase in breastfeeding in Erie County, utilization of breastfeeding support services (Baby Cafes, community based CLCs, practice-based CLCs, creation & utilization of workplace lactation

facilities), attainment of breastfeeding exclusivity in delivery hospitals, & increasing the percentage of mothers continuing to breastfeed at infants' 6 month doctor visit, which will necessitate establishment of an additional assessment field in EMRs.

Additional activities based upon the availability of funding would include the expansion of community workplace lactation rooms, especially with small businesses. Work with Buffalo Niagara Partnership to identify 10 small business and provide training and technical assistance to set up workplace lactation rooms and set up policies and procedures for employee use.

ECDOH will partner with United Way of BEC to hire & house a program coordinator to implement proposed activities.

Budget requested:

18 month project	NYS Health Foundation - Awarded	Local foundation- requested	Total Budget
Project Coordinator .5FTE	$16,380	$16,380	$32,740
Fringes @ 39%	$6,372	$6,372	$12,744
Printing costs	$367	$367	$734
IT Support for Medical Record Modification	$1,881	$1,881	$3,762
TOTALS	**$25,000**	**$25,000**	**$50,000**

RECEIVED
DEC 18 2014
Administration

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., DECEMBER 18, 2014

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the* ***26th*** *Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the* ***eighteenth*** *day of* ***December, 2014 A.D.****, a Resolution was adopted, of which the following is a true copy:*

WHEREAS, our community benefits overall when mothers breastfeed. Recent research shows that if 90 percent of families' breastfed exclusively for 6 months, nearly 1,000 deaths among infants could be prevented. The United States would also save $13 billion per year as the research shows that medical care costs are lower for fully breastfed infants than never-breastfed infants. Breastfed infants typically need fewer sick care visits, prescriptions, and hospitalizations; and

WHEREAS, the purpose of this resolution is to authorize entering into contract with the National Association of City and County Health Officials, the Health Foundation of Western and Central New York, the New York State Health Foundation and the United Way of Buffalo and Erie County, for the purpose of increasing breast feeding rates and better birth outcomes in Erie County; and

WHEREAS, the Erie County Healthy Start Healthy Futures for All Coalition is made up of concerned community agencies and health care providers, funded by grants from multiple sources, to increase breast feeding rates and better birth outcomes in Erie County; and

WHEREAS, the Erie County Health Department is the fiscal intermediary for this project.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive to accept the grant award from and enter into a contract with the National Association of City and County Health Officials to be budgeted as follows:

Breast Feeding Friendly Erie County
8/1/14 to 6/30/16
127BREASTFEED1416

REVENUE

479100	National Assoc of City & County Officials	$37,500
479100	Health Foundation of Western and Central NY	10,000
479100	New York State Health Foundation	25,000
	Total Revenues	$72,500

EXPENSES

505000	Office Supplies	$2,000
505800	Medical Supplies	1,000
510100	Out of Area Travel	500
510200	Training and Education	1,250
516010	Contract Payments Non-Profit Purch Svcs	60,100

ATTEST

Karen M. McCarthy

KAREN M. McCARTHY
Clerk of the Legislature of Erie County

12/18/14 To: M. Kubiak
C. Moore
A. Simonetta
P. Bartlett

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., DECEMBER 18, 2014

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the **26th** Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the **eighteenth** day of **December, 2014 A.D.**, a Resolution was adopted, of which the following is a true copy:*

516020	Contract Svcs	2,000
530000	Other	2,400
561410	Lab & Tech Equip	2,750
980000	DISS	500
	Total Expenses	$72,500

and be it further

RESOLVED, that the Erie County Executive is hereby authorized to enter into a contract with the United Way of Buffalo and Erie County to increase breastfeeding rates in Erie County; and be it further

RESOLVED, that certified copies of this resolution be forwarded to the County Executive, the Office of the Comptroller, the Division of Budget and Management, the Department of Law and to Dr. Gale R Burstein, MD, MPH, Commissioner in the Erie County Health Department, 9th Floor, Rath Building.

REFERENCE: **COMM. 26E-11 (2014)**

ATTEST

Karen M. McCarthy

KAREN M. McCARTHY

Clerk of the Legislature of Erie County