



REPORT/RECOMMENDATION

To: MAYOR AND COUNCIL	Agenda Item <u>Item No. IV.D.</u>
From: Cheryl Engelman Community Health Administrator	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Discussion <input type="checkbox"/> Information
Date: July 17, 2012	
Subject: Resolution No. 2012-92 Authorizing Public Health Emergency Preparedness Grant Project Agreement	

ACTION REQUESTED:

Adopt Resolution No. 2012-92 authorizing the City of Edina to enter into a Public Health Emergency Preparedness Grant Project Agreement with the Minnesota Department of Health (MDH) and receive grant funding of \$48,366.

INFORMATION/BACKGROUND:

The City of Edina receives funding from MDH for Public Health Emergency Preparedness to continue preparing for response to bioterrorism, infectious diseases, mass dispensing and other threats to public health. The amount of funding for 2012-2013 is \$48,366. This is the eleventh year of public health emergency preparedness grant.

As in the past, the grant money will be used specifically to cover costs of the Public Health Emergency Preparedness contract agreement with the City of Bloomington, Edina staff training, and emergency preparedness supplies.

The City Attorney has reviewed and approved the Agreement.

ATTACHMENTS: (PDF format only)

Resolution No. 2012-92

Public Health Emergency Preparedness Grant Project Agreement



RESOLUTION NO 2012-92

AUTHORIZING THE CITY OF EDINA
TO ENTER INTO A PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT PROJECT
AGREEMENT WITH THE MINNESOTA DEPARTMENT OF HEALTH

City of Edina

WHEREAS, the STATE, pursuant to Minnesota Statutes 144.0742, is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services, and

WHEREAS, the STATE and the City of Edina have entered into a master grant contract effective January 1, 2009, and

WHEREAS, the STATE has entered into an agreement with the Centers of Disease Control and Prevention (CDC) to assist local health departments in demonstrating measurable and sustainable progress toward achieving public health preparedness capabilities and other activities that promote safer and more resilient communities, and implement and carry out the CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning, and

WHEREAS, the City of Edina represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, BE IT RESOLVED, by the Edina City Council that the Mayor and the City Manager enter into Public Health Emergency Response Grant Agreement with the Minnesota Department of Health to successfully complete administrative and programmatic duties contained within this grant agreement.

Passed and adopted this 17th day of July 2012.

Attest: _____
Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of July 17, 2012, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this ____ day of _____, 2012.

City Clerk



Encumbrance Worksheet

(Attach to all contracts, grants, and amendments)

Vendor Name: City of Edina CHB	Vendor Number: 0000197683
Address: 4801 W 50th St.	Federal Employer I.D. or Social Security #: 41-6005118
City, State, Zip: Edina, MN 55424	Minnesota Tax I.D. No. (if applicable):

Starting Fiscal Year:	13	Total Amount of Agreement:	\$ 48,366
Start Date:	8/10/12	End Date: 6/30/2013	

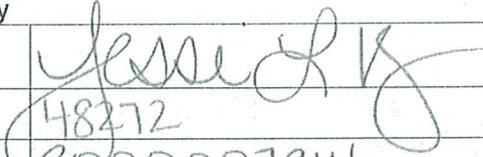
Accounting Information

Fiscal Year 1					
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount
3000	H123 0800	H12888T	H12-8880552A	PHEP 0833	\$ 31,604
3000	H123 0800	H12888T	H12-8880552A	CRI 0830	\$ 11,183
3000	H123 0800	H12888T	H12-8880421W	PHEP Special 0809	\$ 2,000
3000	H123 0800	H12888T	H12-8880421W	CRI Special 0810	\$ 3,579
CFDA # (if Federal \$)		93.069			

Fiscal Year 2					
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount
	H123				\$
	H123				\$
	H123				\$
CFDA # (if Federal \$)					

Fiscal Year 3					
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount
	H123				\$
	H123				\$
	H123				\$
CFDA # (if Federal \$)					

Financial Management Only

Authorized Signature for Encumbrance		Date	6-21-12
Contract Number	48272	Origin Code	600
Purchase Order Number	3000007914	Source Type	reimb
Category Code	84101501	Account ID	441352

NOTE: This page of the Agreement Contract contains confidential information and should not be reproduced or distributed externally without written permission from the Vendor. Internal circulation of this page should only be to individuals/offices signing this Agreement Contract and those that require access to the tax identification number.

Minnesota Department of Health
Grant Project Agreement for Community Health Boards
Public Health Emergency Preparedness (PHEP & CRI) CFDA # 93.069

THIS GRANT PROJECT AGREEMENT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Commissioner of Minnesota Department of Health (hereinafter "STATE") and City of Edina Community Health Board, an independent organization, not an employee of the State of Minnesota, address 4801 W. 50th St. Edina, MN 55424 (hereinafter "GRANTEE"), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statute §144.0742 is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services; and

WHEREAS, the STATE and the GRANTEE have entered into master grant contract number 12-700-00078 (hereinafter "MASTER GRANT CONTRACT") effective January 1, 2009; and

WHEREAS, the STATE has entered into a Public Health Emergency Preparedness Cooperative Agreement with the Centers for Disease Control and Prevention (CDC) under the Catalog of Domestic Assistance Number CFDA# 93-069 to assist state, local and territorial/freely associated state health departments in demonstrating measurable and sustainable progress toward achieving public health preparedness capabilities and other activities that promote safer and more resilient communities; and implement and carry out the CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning. This preparedness program is authorized under Section 319C of the Public Health Service (PHS) Act as amended by the Pandemic and All-Hazards Preparedness Act of 2006 (PAPHA). If applicable, contingent supplemental emergency response awards are authorized under 317 (a) and 317 (d) of the PHS Act subject to available funding and other requirements and limitations; and

WHEREAS throughout the project period, CDC's commitment to continuation of awards will be conditioned on the availability of funds, evidence of satisfactory progress by GRANTEE (as documented in required reports, plans, benchmarks and other deliverables), and the determination that continued funding is in the best interest of the federal government; and

WHEREAS the terms and conditions of the funding require that GRANTEE must perform a substantial role in performing and carrying out all work under the grant and may not merely serve as a conduit for payment of the award or portion thereof to another party or provider to perform their contractual duties. This requires that the GRANTEE is fully capable of performing all of the grant duties within their own agency with existing agency resources; and

WHEREAS as a federal condition of this funding, the federal funder may modify performance measures, other evaluation and assessment methods, and data collection requirements on an annual basis, or as needed, in accordance with their respective directives, goals and objectives, or as performance measures or other evaluation methods are developed and refined, the grantee accepts these conditions and agrees to follow the direction of the STATE in the implementation of those changes without a formal amendment to this contract; and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

I. INCORPORATION OF MASTER GRANT CONTRACT. Clauses II and IV through XV of the MASTER GRANT CONTRACT are hereby incorporated by reference into this project agreement. Whenever the phrase "this grant contract" is incorporated by reference, it shall be interpreted to mean "this project agreement."

II. GRANTEE'S DUTIES.

GRANTEE shall:

Administrative Duties

- AD-1 The GRANTEE's Authorized Representative shall actively oversee and assure the successful completion of this contract including the accurate and timely submission of all deliverables and grant related documents, including but not limited to invoices, exercise documentation, plans and reports required in the performance of this grant agreement.
- AD-2 GRANTEE shall appropriately obligate and appropriately spend grant funds by the end of each performance period as directed by the STATE. Payments under this contract will be made from federal funds obtained by the STATE through Title 42 United States Code, CFDA Number 93.069 of the Public Health Services Act as amended. The GRANTEE accepts sole financial and legal responsibility for any requirements, fines, penalties or sanctions imposed by the GRANTEE'S failure to comply with any or all applicable federal or state requirements including actions of sub-grantees or independent contractors paid in whole or in part from grant funds. Grant funds may not be used to supplant or supplement funding in other areas.
- AD-3 GRANTEE must advise the STATE of any change of the fiscal agent, and must also maintain the same vendor identification number, DUNS number and CCR registration for the duration of the five (5) year Project Period and or applicable extension periods.
- AD-4 GRANTEE must maintain active status in the Central Contractor Registry (CCR) and maintain the registration with current information at all times and shall provide verification of registration and status as directed by the STATE.
- AD-5 GRANTEE shall comply with all applicable laws, rules, regulations or programmatic standards applicable to this funding source and the subject matter contained within the contract.
- AD-6 GRANTEE shall maintain original source documentation for all grant funds and grant related activities. The GRANTEE shall ensure that these records will be provided to the STATE or Federal Funding Agency immediately upon request.
- AD-7 GRANTEE shall supply any additional information that may be requested by the STATE or Federal Funding Agency as it relates to the agency's public health preparedness, response capabilities, preparedness milestones, resource assessments, or evidence-based deliverables such as plans, procedures, survey responses, exercises, training records, audits or other documents apparent or necessary to the successful completion of the GRANTEE'S duties, HPP-PHEP Alignment Activities or grant oversight.

AD-8 GRANTEE shall participate in site visits, monitoring calls or visits, financial and programmatic reviews, evaluations, training sessions, regional and or statewide exercises, surveys, assessments, conference calls and meetings as requested or required by the STATE or Federal Funding Agency.

AD-9 GRANTEE shall submit a properly completed budget and detailed budget justification for each award amount in accordance with the budget instructions provided. The budget and justification shall be received at the STATE along with the three (3) copies of the GRANTEE signed contract submitted to the STATE for final signature.

Any request to amend any portion of the budget must be submitted in writing, the revised budget must be in same format and structure as the original budget, and must include supporting documentation for the requested change or changes. The Revised budget must total the award amount.

Non-emergency budget amendments will not be allowed within the last thirty days (30) days of any grant period.

AD-10 GRANTEE shall submit clear, concise and complete reports, invoices and supporting documentation as directed by the STATE. All reports, invoices and supporting documentation shall be submitted in the manner and format as directed by the STATE. GRANTEES with multiple county members must complete and submit one (1) properly completed submission for the entire community health board. Grant reporting requirements are subject to change. The STATE expressly reserves the right to amend or extend the due date of any grant duty or deliverable without a formal amendment. The STATE expressly reserves the right to amend or suspend any grant duty or deliverable within the grant period without a formal amendment.

Standing Duties

SD-1 GRANTEE shall conduct at least one presentation per grant year, highlighting public health emergency preparedness activities and/or accomplishments to a community group within each county, city or tribal jurisdiction covered by the Local Health Department or Community Health Board. The presentation should include information on the public health component of recent and /or on-going responses, exercises and improvements to readiness. The purpose of the presentation is to increase the visibility of public health emergency preparedness efforts among elected officials and/or new audiences with whom public health planners are not already working. Appropriate audiences for this presentation may include county boards, community service groups, city councils, government officials, school officials, or community leaders, but shall not consist primarily of current planning or response partners. The Grantee shall provide a summary of the presentation that includes how the audience was selected, the date of the presentation, number of attendees, and topics discussed.

SD-2 GRANTEE shall update MDH Workspace, MNTrac and MN.TRAIN accounts, role matrices, 24/7 contact information and provide other required information within ten (10) calendar days of any changes of appointment of new staff, or change of status of existing staff. GRANTEE shall deactivate access on or prior to the final day of staff employment or assignment requiring access to MDH systems.

SD-3 GRANTEE shall plan and coordinate preparedness and response efforts at the local and regional level with healthcare coalitions (hospitals, healthcare providers, mental/behavioral health systems, emergency medical services, emergency management), tribes as applicable, and other response partners to share

expertise, coordinate training and exercises and evaluate response and recovery to incidents within their jurisdiction and surrounding areas.

SD-4 GRANTEE shall designate a MN Responds administrator; and coordinate with regional health care system preparedness efforts to recruit, train and deploy volunteers in accordance with state and federal law.

SD-5 GRANTEE shall prepare, update and maintain a three (3) year exercise calendar in conjunction with their City/County/Tribal Emergency Manager and shall submit the exercise calendar to the OEP Exercise Coordinator on or before November 30 of each calendar year and shall provide timely updates to the OEP Exercise Coordinator for the duration of the contract.

SD-6 All exercises developed by the GRANTEE shall be in accordance with Homeland Security Exercise Evaluation Program (HSEEP) standards. GRANTEE shall submit an After Action Report and Improvement Plan (AAR/IP) to the OEP Exercise Coordinator for each exercise conducted at any level with federal funds. Any exercises that include measuring throughput for countermeasure dispensing (dispensing or vaccinating drills, including drills using Real Opt) shall include the throughput data according to STATE guidance. The notification form is located on the MDH Workspace and shall be submitted at the time of the initial planning conference and not later than thirty (30) days prior to the exercise. GRANTEE shall post community exercises in the National Exercise Scheduler (NEXS) in accordance with HSEEP standards. The AAR/IP shall be completed in accordance with HSEEP standards and the GRANTEE shall monitor, implement and re-test by exercising all corrective actions for each exercise.

SD-7 GRANTEE shall reply to all STATE Health Alerts and Health Alert Updates within one (1) hour of receipt. GRANTEE shall transmit the STATE'S Health Alerts and Health Alert Updates to local Health Alert Network recipients as requested by the STATE within one (1) hour of receipt.

SD-8 GRANTEE shall reply to all STATE Health Advisories and Health Advisory Updates within twenty-four (24) hours of receipt. GRANTEE shall transmit the STATE Health Advisories and Health Advisory Updates within twenty-four (24) hour of receipt.

SD-9 Grantee shall develop and maintain Medical Countermeasure Dispensing, Material Management, and Distribution plans in compliance with current MDH and CDC guidance documents including: MDH guidance posted on the Workspace; Local Technical Assistance Review (LTAR) and supporting guidance; Receiving, Distributing, Dispensing Strategic National Stockpile Assets: A Guide for Preparedness; Public Health Preparedness Capabilities: National Standards for State and Local Planning; and Point of Dispensing (POD) Standards.

GRANTEE shall incorporate new state and federal guidance into plans on a minimum of an annual basis. GRANTEE shall address deficiencies and make changes to plans as requested by MDH and/or CDC.

SD-10 GRANTEE shall ensure annual capacity building training specific to medical countermeasure dispensing and medical materiel distribution is provided to lead response staff, as identified by GRANTEE. Dispensing and distribution training sources include CDC online courses and webinars, training events provided by MDH, and trainings, workshops or exercises carried out by local public health departments individually or regionally. All training shall be reported to the STATE using MN.TRAIN or by submitting the MDH training documentation form. GRANTEE shall attend SNS and other mass prophylaxis related training provided or directed by the STATE.

Programmatic Duties
Performance Period of August 10, 2012 to June 30, 2013

- PD-1 GRANTEE shall work with the regional Public Health Preparedness Consultant to receive approval of the 2012 work plan. GRANTEE shall begin or continue implementation of approved work plans within thirty (30) days of the execution of the contract.
- PD-2 GRANTEE shall submit progress updates on achieving work plan goals and capabilities as directed by the STATE.
- PD-3 GRANTEE shall select at least three of the most pressing issues identified through an approved process for inclusion in an updated 18-month work plan, which shall be submitted, as directed by the STATE, by June 30, 2013. As a component of the work plan, improvement goals shall be developed that identify the Resource Elements, and the associated Capabilities and Functions, which will be addressed by each goal. Goals may be developed at the individual agency, community, county, CHB, multi-county, regional or state level. The STATE reserves the right to identify Resource Elements that must be included in GRANTEE work plans.
- PD-4 GRANTEE shall participate in regional healthcare coalition activities designed to develop a regional risk assessment and a plan for coordinated preparedness planning and response between healthcare, public health, tribes as applicable, and other regional collaborators. GRANTEE shall share the most current jurisdictional risk assessment results, and other applicable assessments and plans.
- PD-5 GRANTEE shall conduct a minimum of two (2) Health Alert Network (HAN) exercises that include but are not limited to hospitals, clinics, nursing homes, emergency managers, and those who according to agency discretion are apparent and necessary to ensure an efficient response to any public health emergency. GRANTEE shall monitor the acknowledgement of response times and each exercise must achieve a rate of 80% or more from each of the partner organizations within two (2) hours. One exercise must be conducted on or before November 30, 2012, and the second on or before May 30, 2013. This grant duty may be met using a real incident.
- PD-6 GRANTEE shall participate in the state initiated Communication exercise, including testing the Minnesota Responds volunteer notification system, as directed by the STATE.
- PD-7 GRANTEE shall develop and maintain written plans and agreements for the number of mass dispensing sites necessary to complete dispensing medical countermeasures to the jurisdictional population within 36 hours of receiving materiel.
- PD-8 GRANTEE shall complete a self-assessment as directed by the STATE covering LTAR elements and related public health capabilities on or before March 1, 2013. The GRANTEE shall also complete surveys and respond to requests from the STATE or CDC for information throughout this project period. Information categories include but are not limited to: population, sites, throughput, staff and volunteer data, training, updates to plans, access to supplies, materiel handling, closed dispensing site partners, and transport and storage equipment systems.
- PD-9 GRANTEE shall participate in an LTAR visit to be conducted by MDH as directed by the STATE. The GRANTEE shall submit a copy of their Countermeasure Dispensing and Distribution plan and LTAR supporting documentation to the STATE on or before March 1, 2013

- PD-10 Grantee shall develop a list of the populations (e.g., residents in LTC or assisted-living facilities) that have difficulty accessing open mass dispensing sites. Grantee shall begin outreach to organizations and facilities that reach the identified populations to explore the use of Closed Points of Dispensing. GRANTEES shall provide a summary of their work as directed by the STATE. Any activities in planning for Closed PODS shall utilize STATE guidance to develop and/or update strategies and plans.
- PD-11 Grantee shall, if the STATE so requires, participate in a workshop or seminar sponsored by the STATE to clarify public health roles in a mass fatality event. The STATE shall provide GRANTEES with a sample written mass fatality plan that may be tailored to the jurisdiction and added to the All-Hazards Response and Recovery plan.
- PD-12 Grantee shall, if the STATE so requires, participate in a review of Regional Distribution Node (RDN) planning with appropriate regional partners. The RDN plan shall be drafted by MDH staff, in collaboration with grantees. The RDN plan will be reviewed using Section 7 of the Local Technical Assistance Review (LTAR) document and other available resources to identify plan gaps and develop a strategy for continuous improvement

Cities Readiness Initiative (CRI) Duties
Performance Period of August 10, 2012 to June 30, 2013

- CR-1 During the 5-year project period, GRANTEE shall conduct and/or participate in at least one (1) full-scale CRI MSA exercise that tests and validates medical countermeasure dispensing plans. Exercises shall be developed in accordance with HSEEP. To receive exercise score credit for the current grant year, after action reports/improvement plans must be submitted through the DSNS web-based data collection system before the date set by CDC (expected to be in May 2013). GRANTEES shall also submit all required documents to the OEP Exercise Coordinator in accordance with the standing duties stated within the contract.
- CR-2 GRANTEE must conduct a minimum of three (3) different DSNS drills during the grant year in accordance with the following:
9. Each drill shall be a different type. GRANTEES may not complete the same type of drill for credit more than one (1) time.
 10. The three (3) required drills shall be chosen from any of the eight (8) available drills as indicated on the DSNS Extranet website.
- Drill data and/or HSEEP after action reports/improvement plans for drills must be submitted through the DSNS web-based data collection system no later than the date set by CDC (expected to be in May 2013). GRANTEES shall also submit all required documentation to the OEP Exercise Coordinator in accordance with the standing duties stated within the contract.
- CR-3 GRANTEE shall submit documentation of compliance with the POD standards as described in the Medical Countermeasure Distribution and Dispensing Composite Measure Guide on or before the date set by CDC (expected to be in May 2013).

III. CONSIDERATION AND TERMS OF PAYMENT.

E. Consideration for all services performed by GRANTEE pursuant to this project agreement shall be paid by the STATE as follows:

Award Type	Budget Period 1	Award
PHEP Base	August 10, 2012 to June 30, 2013	\$31,604.00
PHEP Special	August 10, 2012 to June 30, 2013	\$2,000.00
CRI Base	August 10, 2012 to June 30, 2013	\$11,183.00
CRI Special	August 10, 2012 to June 30, 2013	\$3,579.00

5. Compensation. The total obligation of the STATE for all compensation and reimbursement to GRANTEE shall not exceed Forty-eight thousand three hundred sixty-six dollars (\$ 48,366.00).

F. Terms of Payment The STATE shall make payment as follows:

17. Payments are to be made from federal funds obtained by the STATE through Section 319C of the Public Health Service (PHS) Act, as amended by the Pandemic and All-Hazards Preparedness Act of 2006. (Public law and amendments thereto.) CFDA # 93.069

In accordance with 45 CFR 92.23 the *Period of Availability of Funds* generally is accepted to mean where a funding period is specified, a grantee may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted.

PAHPA requires the HHS Secretary to determine the maximum amount of unobligated funds that can be carried over into to each succeeding budget period. Any funds not properly obligated and liquidated by the GRANTEE for each annual award will lapse and revert back to the STATE/Funder.

18. All financial transactions will be on a reimbursement basis only.

19. Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices and supporting documentation for services performed and acceptance of such services by the STATE'S Authorized Representative pursuant to Clause V, except that the STATE reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified below.

20. Invoices and supporting documentation shall be submitted in a form prescribed by the STATE and according to the following schedule:

Billing Period*	Invoice Period	Deadline for Receipt at OEP
Quarter 1	August 10-September 30, 2012	No later than October 30, 2012
Quarter 2	October 1-December 31, 2012	No later than January 30, 2013
Quarter 3	January 1-March 31, 2013	No later than April 30, 2013
Quarter 4/Final Invoice	April 1- June 30, 2013	No later than July 30, 2013
Emergency Invoice- <i>Special Circumstances</i>	OEP Pre-approval Required for all Emergency Invoices	As directed by the STATE

*CDC may require quarterly financial updates due ten (10) days after the end of each calendar quarter to monitor obligation of funds. GRANTEE has a continuing obligation to provide additional financial data as directed by the STATE to meet this requirement.

IV. TERM OF AGREEMENT. This project agreement shall be effective on August 10, 2012, **or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subd. 2, whichever occurs later**, and shall remain in effect until June 30, 2013, except for the requirements specified in this project agreement with completion dates which extend beyond the termination date specified in this sentence. GRANTEE understands that NO work should begin under this project agreement until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE.

V. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this project agreement Jane Braun, Director Office of Emergency Preparedness or her successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify continuing payment as outlined in Clause III, B.

GRANTEE'S Authorized Representative for purposes of administration of this project agreement is Sherry Engleman or her successor. The GRANTEE'S Authorized Representative shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions, and requirements of this project agreement.

VI. CANCELLATION.

- A. If the GRANTEE fails to comply with the provisions of this project agreement, the STATE may terminate this 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.
- B. The STATE or GRANTEE may cancel this project agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party.
- C. Should this project agreement be terminated or canceled effective before June 30, 2013, the GRANTEE shall, within forty-five (45) days of the date of effective termination or cancellation, refund to the STATE all remaining unexpended monies received from the STATE under this project agreement.
- D. The STATE shall pay the GRANTEE for services satisfactorily performed pursuant to this project agreement before the effective date of termination or cancellation.

VII. AMENDED STATUTES, REGULATIONS AND RULES. As used in this project agreement, the term "Modified Law" means laws that become effective while this project agreement is in effect, including Minnesota and United States statutory amendments and new statutes, rule amendments and new rules in Minnesota Rules, and federal regulatory amendments and new federal regulations. Notwithstanding anything in clauses I through VI and VIII of this project agreement that conflicts with any Modified Law, GRANTEE agrees to comply with all Modified Law and GRANTEE understands and agrees that the STATE will comply with all Modified Law. The STATE will mail or deliver to GRANTEE a copy of all Modified Law affecting this project agreement. The STATE will make all reasonable efforts to

mail or deliver to GRANTEE a copy of any Modified Law at least fifteen (15) days before it becomes effective.

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: _____
(with delegated authority)

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

*Agency – Original (fully executed) Project Agreement
Grantee
State Authorized Representative*