

Minnesota Department of Health Standard Grant Agreement Amendment

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|--|-----------|---|--------------|
| Grant Agreement Start Date: | 7/01/2019 | Current Amendment Amount | \$ 380,553 |
| Original Grant Agreement Expiration Date: | 6/30/2024 | Original Grant Agreement Amount: | \$ 379,692 |
| Current Grant Agreement Expiration Date: | 6/30/2024 | Previous Amendment(s) Total: | \$ 380,553 |
| Requested Grant Agreement Expiration Date: | n/a | Requested Total Grant Agreement Amount: | \$ 1,140,798 |

This Grant Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter “State”) and St. Cloud Hospital as Fiscal Agent for the Central Healthcare System Preparedness Coalition, 1406 Sixth Avenue, St. Cloud, MN 56303 (hereinafter “Grantee”).

Recitals

1. The State has a grant agreement with the Grantee identified as **#160813** (“Original Grant Agreement”) to build and maintain acute care medical surge capacity through performance objectives and activities that ensure steady, robust and sustainable progress in achieving the 2017-2022 Health Care Preparedness and Response Capabilities through the ongoing development of Minnesota’s Regional Health Care Coalitions (HCC).
2. This amendment provides supplemental federal funding Budget Period 3 (BP3) grant duties, exercises, plans and other deliverables.
3. The State and the Grantee are willing to amend the Original Grant Agreement as stated below.

Grant Agreement Amendment

Amended or deleted grant agreement terms will be ~~struck out~~, and the added grant agreement terms will be underlined.

REVISION 1. 4. (4.1). “Consideration and Payment” is amended as follows:

4.1 Consideration The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) Compensation. The Grantee will be paid on a reimbursement basis only. Grantee will be reimbursed for the actual cost necessary and reasonable paid by the Grantee for the proper and efficient performance of the grant duties in accordance with the MDH approved budget and work plan on file at the Minnesota Department of Health Center for Emergency Preparedness and Response.

Central Region (HCC) Awards

| Award Name | Budget Period | Award Amount |
|--|---|---------------------------------------|
| Budget Period 1 Hospital Preparedness Program (HPP) | Budget Period 1 July 1, 2019-June 30, 2020 | \$304,692 |
| Budget Period 2 Hospital Preparedness Program (HPP) | Budget Period 2 July 1, 2020-June 30, 2021 | \$ 305,553 |
| Budget Period 3 Hospital Preparedness Program (HPP) | Budget Period 3 July 1, 2021-June 30, 2022 | \$305,553 To Be Determined |
| Budget Period 4 Hospital Preparedness Program (HPP) | Budget Period 4 July 1, 2022-June 30, 2023 | \$ To Be Determined |
| Budget Period 5 Hospital Preparedness Program(HPP) | Budget Period 5 July 1, 2023-June 30, 2024 | \$ To Be Determined |

| Award Name | Budget Period | Award Amount |
|--|---|--------------------------------------|
| Budget Period 1 Mobile Medical Team (MMT) | Budget Period 1 July 1, 2019-June 30, 2020 | \$75,000 |
| Budget Period 2 Mobile Medical Team (MMT) | Budget Period 2 July 1, 2020-June 30, 2021 | \$ 75,000 |
| Budget Period 3 Mobile Medical Team (MMT) | Budget Period 3 July 1, 2021-June 30, 2022 | \$75,000 To Be Determined |
| Budget Period 4 Mobile Medical Team (MMT) | Budget Period 4 July 1, 2022-June 30, 2023 | \$ To Be Determined |
| Budget Period 5 Mobile Medical Team (MMT) | Budget Period 5 July 1, 2023-June 30, 2024 | \$ To Be Determined |

Funding Restrictions

Grant agreement funds cannot be used for:

- Directly managing the medical care and treatment of patients except as allowed by law
- Lobbying activities other than normal and recognized executive legislative relationships.
- Publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the U.S. Congress or any state or local legislature or legislative body, except in presentation to the U.S. Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
- Paying the salary or expenses to influence the enactment of legislation, appropriations, regulations, administrative action, or executive order proposed or pending before the U.S. Congress or any state government, state legislature or local legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- Construction or major renovations.



- Fundraising.
- Payment or reimbursement of backfilling costs for staff.
- Salaries in excess of the rate of \$189,600 USD per year.
- Clothing for promotional purposes, such as those items with recipient, HCC, and/or health care organization names/logos.
- Standalone, single-facility exercises.
- Training courses, exercises, and planning resources when similar offerings are available at no cost.]

(b) Total Obligation The total obligation of the State for all compensation and reimbursements to the Grantee under this agreement will not exceed ~~Seven hundred sixty thousand two hundred forty five dollars (\$760,245.00)~~ \$1,140,798.

(c) Travel Expenses The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.]

(d) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) and 4.1(b)) or incorporated in Exhibit B) requires prior written approval from the State and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation listed in 4.1(b).]

Except as amended herein, the terms and conditions of the Original Grant Agreement and all previous amendments remain in full force and effect. The Original Grant Agreement, and all previous amendments, are incorporated by reference into this amendment.



APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Charlotte Paulson Digitally signed by Charlotte Paulson
Date: 2021.10.27 14:41:48 -05'00'

Date: 10/27/2021

SWIFT Contract/PO No(s).160813/ 3-89457

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement amendment on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:
By: Santo Cruz
6C5F950EC3B24E0...
Title: General Counsel

Date: 11/18/2021

By: _____

Title: _____

Date: _____

3. MINNESOTA DEPARTMENT OF HEALTH

DocuSigned by:
By: Jeffery Colonna (with delegated authority)
F36E69332D94404...
Title: Purchasing Supervisor

Date: 11/18/2021

Distribution:

- MDH – Original (fully executed) Grant Agreement Amendment
- Grantee
- State’s Authorized Representative