

**GOODHUE COUNTY
HEALTH & HUMAN SERVICES (GCHHS)**



REQUEST FOR BOARD ACTION

Requested Board Date:	August 20, 2024	Staff Lead:	Ruth Greenslade
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approve Public Health Emergency Preparedness grant contract.		

BACKGROUND: Goodhue County Health and Human Services has a Public Health Emergency Preparedness (PHEP) grant through the Minnesota Department of Health (MDH) – Office of Emergency Preparedness to receive federal funding from the Centers for Disease Control (CDC).

Preparing for and responding to emergencies is mandated under MN Statutes 145.A and is a foundational public health capability. These are funds we’ve received annually since 2002 to help carry out this responsibility. Starting in 2024, we also receive Response Sustainability Grant (RSG) funds appropriated by the state legislature for emergency preparedness and response, in addition to federal PHEP funds.

PHEP award amounts are based on the federal budget and the formula used by MDH to divide the funds. The award amount for future years is to be determined based on continued funding from CDC.

2014-2015	\$27,827
2015-2016	\$44,523
2016-2017	\$41,406
2017-2018	\$39,570
2018-2019	\$39,228

2019-2020	\$37,172
2020-2021	\$37,208
2021-2022	\$38,324
2022-2023	\$37,783
2023-2024	\$38,131

2024-2025	\$40,907

This is a new 5-year grant contract for July 1, 2024, through June 30, 2029. The 2024-2025 award amount to Goodhue County Health and Human Services is **\$40,907**.

MDH received the notice of award from the federal government on Friday, June 28, and local public health departments received grant agreements on Tuesday, July 10. MDH requested grant agreements be signed immediately so they could be fully executed by July 31 so we would be able to bill MDH for 2024-2025 PHEP grant expenses starting July 1. Therefore, this grant agreement has already been signed.

RECOMMENDATION: HHS Department recommends approval as requested.

Minnesota Department of Health

Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Sandra Hanson, (651) 201-3619, sandra.hanson@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee: Goodhue County Health and Human Services	Grant Project Agreement Number: 251979	MDH Program Name: Emergency Preparedness and Response
Grantee SWIFT Vendor Number: 0000197327 SWIFT Vendor Location Code: 001	Effective Date: 7/1/2024, OR the date all signatures are collected, and the agreement is fully executed, whichever is later. Expiration Date: 6/30/2029	Total State Grant Funds: \$0.00 Total Federal Grant Funds: \$40,907.00 Total Grant Funds (all funds): \$40,907.00

Annual Funding Notification

The Public Health Emergency Preparedness (PHEP) Grant period is July 1, 2024 through June 30, 2029. This Grant Award Cover Sheet includes your grant allocation for Budget Period 1, which ends 6/30/2025. MDH will determine budget allocations annually and notify Grantee prior to each Budget Period.

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per [2 CFR § 200.332](#). Please keep a copy of this cover sheet with the grant project agreement.

Grantee Unique Entity Identifier (UEI) Name and Number	UEI Name: Goodhue, County of UEI Number: EUJSNVR85T71
Grantee's Approved Indirect Cost Rate for the Grant	10%
Is this award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Description	Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal and Territorial Public Health

Name of Federal Awarding Agency	Centers for Disease Control and Prevention (CDC)
Assistance Listing Name and Number (formerly <i>Catalog of Federal Domestic Assistance</i> , "CFDA")	Assistance Listing Name: Public Health Emergency Preparedness (PHEP) Cooperative Agreement Assistance Listing Number: 93.069

Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NU90TU000040
Federal Award Date <i>(Date MDH received federal grant)</i>	06/24/2024
Total Amount of Federal Award Received by MDH	\$11,981,559.00
Amount of funding from this federal award MDH is issuing to Grantee:	\$40,907.00

Minnesota Department of Health

Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health (“MDH”) and Goodhue County Health and Human Services, an independent organization, not an employee of the State of Minnesota, address 426 West Avenue Red Wing, MN 55066, (“Grantee”).

Recitals

1. MDH is empowered to enter into this grant project agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#). This preparedness program is authorized under Section 319C-1 of the Public Health Service (PHS) Act (47USC§247d-3a), as amended. If applicable, contingent supplemental emergency response awards are authorized under 317 (a) and 317 (d) of the PHS Act [42 USC § 247b (a) and (d) subject to available funding and other requirements and limitations.
2. MDH and Grantee have entered into Master Grant Contract number 12-700-00074 (“Master Grant Contract”) effective January 1, 2020, or subsequent Master Grant Contracts and amendments and supplements thereto;
3. Grantee represents that it is duly qualified and willing to perform the activities described in accordance with the terms of this grant project agreement. Pursuant to [Minn. Stat. § 16B.98](#), subd 1, Grantee agrees to minimize administrative costs as a condition of this grant project agreement.

Grant Project Agreement

NOW, THEREFORE, it is agreed:

1. Incorporation of Master Grant Contract

All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

2. Term of Agreement

2.1. *Effective date*

July 1, 2024, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5(a), whichever is later. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.

2.2. *Expiration date*

June 30, 2029, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

3. Activities

3.1. *MDH's Activities.*

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2. *Grantee's Activities.*

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant agreement.

4. Award and Payment

MDH will award funds to Grantee for all activities performed in accordance with this grant project agreement.

4.1. *Grant award.*

Reimbursement will be in accordance with the agreed-upon budget submitted by Grantee to MDH prior to each Budget Period.

4.1.1. Grantee will be notified of their allocated grant award each Budget Period.

4.1.2. Each Budget Period award is available only for the specific Budget Period for which it is awarded.

Funds remaining and not fully expended at the end of each Budget Period will be cancelled and will not be available to the GRANTEE in any subsequent Budget Period. Grantee shall maintain separate accounting records and source documentation for each award; funds may not be comingled.

4.2. *Budget modifications*

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed in the annual award letter provided to Grantee by MDH.

4.3. *Total Obligation.*

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant agreement will not exceed the amount specified in the annual award letter provided to Grantee by MDH.

4.4. *Terms of Payment*

4.4.1. *Invoices.* MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

4.4.2. **Federal Funds.** Payments under this grant project agreement will be made from federal funds obtained by MDH through Title 47, Assistance Listing (formerly known as CFDA) number 93.069 of the Public Health Service (PHS) Act (47 USC § 247D-3a), including public law and all amendments. The Notice of Grant Award (NGA) number is pending. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.). Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. **Conditions of Payment**

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. **Ownership of Equipment and Supplies**

- 6.1. **Equipment.** "Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.
- 6.2. **Supplies.** "Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of \$5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

7. **Authorized Representatives**

7.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant project agreement is Sandra Hanson, Public Health Emergency Preparedness Section Manager, MN Department of Health, (651) 201-3619, sandra.hanson@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Nina Arneson, CHS Administrator, 426 West Avenue Red Wing, MN 55066, 651-385-6115, and nina.arneson@co.goodhue.mn.us, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of

the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

8. Termination

8.1. *Termination by the MDH or Grantee*

MDH or Grantee may cancel this grant project agreement at any time, with or without cause, upon 30 days' written notice (e.g., by mail, email, or both) to the other party.

8.2. *Termination for Cause*

If Grantee fails to comply with the provisions of this grant project agreement, MDH may terminate this grant project agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after MDH sends written notice (e.g., mail, email, or both) of termination to Grantee.

8.3. *Termination for Insufficient Funding*

MDH may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written notice to Grantee; e.g., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide the Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

8.4. *Termination by Commissioner of Administration*

The Commissioner of Administration may unilaterally and immediately cancel this grant agreement if, in the Commissioner's sole discretion, further performance does not serve MDH's purposes or is not in the best interests of the State of Minnesota.

9. Publicity

Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. As federal funding is being used for this grant project agreement, the federal program must also be recognized.

10. Clerical Error

Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

11. Telecommunications Certification

By signing this agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Pub. L. 115-232](#) (Aug. 13, 2018), and [2 CFR § 200.216](#), Grantee will not use any funding covered by this grant agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this grant agreement.

12. Voter Registration Services Requirement

If this grant agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND Grantee is a local unit of government, city, county, township, or non-profit organization, then Grantee is required to comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

13. Incentives

When included in the approved Work Plan and or Budget, the following language applies.

13.1. *Handling of Incentives.*

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee’s policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the following:

13.2. *Separation of duties*

- a) More than one Grantee staff person must be involved in the management and handling of the incentives.
- b) The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives.
- c) The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records.
- d) Handoff of incentive from one person to another must be documented.

13.3. *Distribution of Incentives (incentives may only be used for approved purposes by MDH)*

- a) Only one incentive can be given to an individual per occurrence/event.
- b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee’s business space.
- c) Grantee will purchase and have on hand no more than three months’ worth of incentives at any given time. The three months’ worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.
- d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.
- e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State’s Authorized Representative within 30

calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.

- f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

13.4. *Incentive tracking documentation.*

The tracking documentation the Grantee must maintain must not contain any private data.

The tracking system must record the following:

- a) Number of incentives on hand, including starting balance and any additional incentives purchased.
- b) Description of the incentives
- c) Quantity of incentive(s) distributed to each participant.
- d) The last four digits of any pre-paid card number.
- e) Value/amount
- f) A unique non-identifiable data point for each participant (e.g. case number, file number),
- g) Date participant received incentive(s), and
- h) Signature of Grantee staff member providing incentive(s) to participant(s)

13.5. *Reconciliation.*

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to the State's Authorized Representative no less than two weeks after each reconciliation.

13.6. *Subcontracting/Subgranting.*

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

13.7. *Lost or stolen incentives.*

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

13.8. *Invoicing.*

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

13.9. *Failure to Comply.*

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves

the right to terminate a grant agreement for failure to comply with these requirements.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

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

Signature: Rachel LeBlanc Digitally signed by Rachel LeBlanc
Date: 2024.07.09 08:46:50 -05'00'

SWIFT Contract & Initial PO: 251979/3000114352/REQ_19_23

2. Grantee

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

Signature: _____

Signature: _____

Title: HHS Director

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee Activities and Responsibilities

Programmatic

- Workplan. Grantee shall complete a detailed workplan of planned activities by each Budget Period. After a workplan is approved, no revisions can be made without MDH approval.
- Grantee shall complete all programmatic duties, assigned by MDH. Programmatic duties for each budget period will be posted electronically at MDH's SharePoint or successor site. The grantee is responsible for all information posted at MDH's SharePoint or successor site. Grantee shall begin performing programmatic duties on July 1 of each year or when the grant project agreement is fully executed, whichever is later. All activities are required to be completed within each individual budget period. The programmatic activities for each budget period are fully incorporated by reference. Grantee shall provide requested programmatic reporting information by the dates provided by MDH.
- Grantee is responsible for actively managing and monitoring each project, program, workplan component, function or activity supported by the award to ensure timely completion and submission of all grant deliverables.
- The Grantee shall provide copies of any plans, annexes, or supporting documentation to MDH or federal funder for review, inspection and evaluation as directed by MDH or federal funder.

Financial

- Budget. Grantee shall create and submit a detailed budget proposal for each budget period by the dates provided by MDH. Any revisions to the original budget must be reviewed and approved by MDH.
- Travel reimbursement. Grantee must include written justification for travel in their budget proposal. Grantee shall submit the Out-of-State Travel Request for national conferences, trainings and events not conducted by MDH for review in accordance with directions on the form. Travel outside of the United States is prohibited with grant funds.
- Grantee shall appropriately obligate, budget and spend grant funds by the end of each budget period as directed by MDH. Payments under this grant will be made from federal funds obtained by MDH through Title 42 United States Code, of the Public Health Service (PHS) Act as amended. Grantee shall accept 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 a sub-grantee or independent contractors paid in whole or in part from grant funds.
- Grantee shall provide requested financial reporting information by the dates provided by MDH.
- Grantee shall maintain separate accounting records and source documentation for each award; funds may not be comingled.
- 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 MDH or federal funder immediately upon request.
- Grantee shall fully participate in site visits, monitoring calls, monitoring visits, technical assistance consultations, operational readiness reviews, technical assistance planning sessions or reviews, financial and programmatic reviews, evaluations, state scheduled events or exercises, surveys, assessments, conference calls and meetings as requested or required by MDH or federal funding Agency.
- Grantee must submit clear, concise, and complete invoices, general ledgers and supporting documentation as directed by MDH.

Certificate Of Completion

Envelope Id: A8C1DDE4774544FD8164BB40EE1080D9	Status: Sent
Subject: PLEASE RUSH! Complete with DocuSign: REQ 19_23 GA 251979 between Goodhue CHB and MDH.	
Source Envelope:	
Document Pages: 12	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sara Harmon
Time Zone: (UTC-06:00) Central Time (US & Canada)	625 Robert St. N
	PO Box 64975
	St. Paul, MN 55164
	sara.harmon.c19@state.mn.us
	IP Address: 156.98.136.30

Record Tracking

Status: Original	Holder: Sara Harmon	Location: DocuSign
7/10/2024 9:00:47 AM	sara.harmon.c19@state.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Health	Location: DocuSign

Signer Events

Signature	Timestamp
Nina Arneson	Sent: 7/10/2024 9:06:16 AM
nina.arneson@co.goodhue.mn.us	Viewed: 7/10/2024 9:08:31 AM

HHS Director
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Delegated Signer
 health.Delegated_Signature@state.mn.us
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Seth Rasmussen
 Seth.Rasmussen@state.mn.us
 Sarah Jane Martin
 sarah.martin@state.mn.us
 Christina Mish
 Christina.Mish@state.mn.us
 Signing Group: MDH Encumbrance Officers
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/10/2024 9:06:16 AM
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Payment Events	Status	Timestamps
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