



## EMS Priority One and Supplemental Grant Guidance and Agreement

ADMINISTERED BY THE DIVISION OF EMERGENCY MEDICAL SERVICES

This notice announces the availability of the Priority One Emergency Medical, Fire, & Transportation Services Board grant for the training of personnel and purchase of equipment, which has been established pursuant to section 4765.07 of the Ohio Revised Code (R.C.).

This guidance document includes program information, guidelines, and instructions. **Please follow all directions carefully to avoid delays in consideration.** Applications will be available through the EMS Grants Management System beginning February 1<sup>st</sup> at the Ohio Division of EMS Web site, [www.ems.ohio.gov](http://www.ems.ohio.gov) (click on the “Grants” page and select EMS Grants System Login).

Please be advised of the following grant guidelines:

- **Only EMS agencies that are Ohio EMS accredited training institutions or approved CE training sites may receive reimbursement for training equipment.**
- In order to avoid a delay in the reimbursement of your awarded grant funds, grant applicants are encouraged to verify their Vendor ID address corresponds with the address they list on the grant application. The Vendor ID detail can be accessed by going to: <https://supplier.ohio.gov/>
- All equipment purchases and trainings must occur within the grant cycle: **July 1, 2024 – December 31, 2024.** Equipment Invoices or Trainings that occur outside of these dates will not be reimbursed.
- All grant dollars must be spent by **December 31, 2024.**
- All invoices must be submitted to the division by **January 31, 2025.**
- The division cannot reimburse for item(s) on back order. Once the item(s) have been received, you can submit your request for reimbursement. **Items that are not received until after January 31, 2024 will not be reimbursed.**
- Agencies who fail to spend their grant funds, or who leave a remaining balance of \$300 or more after the reimbursement deadline may be ineligible for an award or receive a reduced award amount in the following grant year.
- Agencies may submit as many invoices as they have on a reimbursement request. **A new request cannot be submitted until the original request has been processed.**
- Reimbursements can take up to 45 days to process once received.

The deadline for applications is **5:00 P.M. on April 1<sup>st</sup>**. Supporting documentation may be submitted electronically, postmarked, or hand delivered to the Division of EMS office, by April 1<sup>st</sup> at 5:00 p.m., in order to be considered for funding. Submissions by mail should be sent to: Ohio Department of Public Safety, Division of Emergency Medical Services, 1970 West Broad Street, P.O. Box 182073, Columbus, Ohio 43218-2073. All information and updates regarding the Ohio EMS Grant Program will be sent via GovDelivery.

**Applicants must provide an address that matches the address associated with their federal tax ID.** Do not provide a personal address or an address without mail service. If any of the Agency and Contact information is incorrect, please make the correction by overwriting the incorrect information in the respective questions and complete an EMS Agency Change of Information Form.

**All Priority One and Supplemental Funding grant applicants must apply for funding using the electronic application process with the electronic signature. Please note the following information concerning the application process and selection criteria for the grant application / award process:**

- Applications must be completed on-line using the EMS Grants Management System, which can be accessed through the Ohio EMS Web site at [www.ems.ohio.gov](http://www.ems.ohio.gov). Select "Grants" from the left column, and once on the EMS Grants page, select, EMS Grants System Login on the right side of the page to proceed to the electronic application. If you do not already have a username and password, you must obtain them through the Ohio Department of Public Safety's Identity Manager, select "Register" and follow the prompts to obtain this information. Only the person who is selected by the applicant is authorized to sign the application. The electronic application will become available on February 1<sup>st</sup>.
- Prior to starting the application, all applicants will be required to electronically agree that they certify that they acknowledge that all fields are used to determine eligibility and the responses provided by the grantee are accurate and they are an eligible applicant under section 4765-5-02 of the Ohio Administrative Code (O.A.C.).
- Awards will be need based. Applications will be scored based on the information provided on the application. Award amounts will be determined by rank of score and total funding available (requests for type and cost of equipment and training are not required for the Priority One application only). **Please see the Training and Equipment / Expenditures Form under the Grants Section of the EMS Web site for a list of available equipment.**
- Awards will be funded through a reimbursement process. Request for reimbursement should be made within 60 days from date on invoices. Funds will be issued for valid and approved invoices within forty-five (45) days from the date submitted. Any grant recipient experiencing a hardship who needs grant funds in advance, may complete the Hardship Application form available at [www.ems.ohio.gov](http://www.ems.ohio.gov).
- If an EMS organization's medical director fails to meet the minimum qualifications established in section 4765-3-05 of the O.A.C., the EMS organization may be ineligible for the grant program established under section 4765.07 of the R.C. as provided in this chapter. Failure to provide the Medical Director's License number may result in a delayed award. If you do not have a medical director or do not think the medical director meets the minimum qualifications, please contact the Ohio Division of EMS at (800) 233-0785.

**For more information regarding the Ohio EMS Grant process, call (800) 233-0785.**

**Application Deadline:**

**April 1<sup>st</sup> by 5:00 PM**

## **PROGRAM INFORMATION**

**Purpose:** To improve Emergency Medical Services (EMS) in Ohio by providing monetary resources to assist organizations in training, equipping, and improving availability, accessibility and quality.

**Eligible Applicants:** EMS organizations that meet the eligibility requirements pursuant to Section 4765-5-02 of the O.A.C.

### **4765-5-02 Criteria for eligibility.**

- (A) The board shall only approve grants for applicants who are eligible to be grantees pursuant to Section 4765.07 of the R.C. and this chapter.
- (B) Eligible grantees are limited to the following:
  - (1) EMS organizations whose main responsibility is to provide continuous emergency medical services to the community pursuant to requests and / or calls from the public for emergency medical service response. Such EMS organizations must also meet one of the following:
    - (a) The EMS organization must be established or operated by a township, municipality, village, city, county, joint fire district, joint ambulance district, or joint township fire district within the state;
    - (b) The EMS organization must provide services, pursuant to a contract or letter, to a township, municipality, village, city, county, joint fire district, joint ambulance district, or joint township fire district within the state.
  - (2) Entities that meet the requirements of division (A)(2), (A)(3), (A)(4), (A)(5) or (A)(6) of Section 4765.07 of the R.C.
- (C) Grant applicants must provide to the division documentation of eligibility in accordance with the grant application form.
- (D) Eligible grantees must comply with all applicable provisions of Chapter 4765 of the R.C. and this chapter.
- (E) An EMS organization's failure to report as required under section 4765.06 of the R.C. and Chapter 4765-4 of the O.A.C. may result in ineligibility status for purposes of the emergency medical services grant program established under section 4765.07 of the R.C. and as provided in this chapter.
- (F) Effective January 1, 2013, if an EMS organization's medical director fails to meet the minimum qualifications established in rule 4765-3-05 of the O.A.C., the EMS organization may be ineligible for the grant program established under section 4765.07 of the R.C. and as provided in this chapter.

Effective: 02/06/2012

R.C. 119.032 review dates: 11/16/2011 and 11/16/2016

Promulgated Under: 119.03

Statutory Authority: R.C. 4765.06, R.C. 4765.07, R.C. 4765.11

Rule Amplifies: R.C. 4765.06, R.C. 4765.07

Prior Effective Dates: 10/1/95, 2/22/99, 6/ 29/01, 1/13/02, 12/30/04, 12/29/08

**Deadline for Applications:** The deadline for Priority 1 Emergency Medical, Fire, & Transportation Services Board and Supplemental Funding grant applications is **5:00 P.M., April 1<sup>st</sup>**. All supporting documentation must be submitted electronically, or postmarked, or hand delivered to the Division of EMS office by this time and date in order to be considered for funding, and should be sent to:

**Grant Program**  
Division of Emergency Medical Services  
1970 West Broad Street  
P.O. Box 182073  
Columbus, OH 43218-2073

## APPLICATION GUIDELINES

### GENERAL GUIDELINES:

- 1) The EMFTS Board has discretion in approving or denying any, all, or a portion of a grant application.
- 2) Grant applications must be through the Ohio Division of EMS's electronic on-line application in the EMS Grants Management system.
- 3) Incomplete, illegible, faxed or late applications will **not** be considered for funding.
- 4) Grant funds may **not** be used for the following expenses:
  - A. Grant preparation or administration;
  - B. Salaries;
  - C. Meals or lodging;
  - D. Travel expenses;
- 5) All applications **must** include the following properly completed items:
  - A. Agency I.D., contact person, medical director, tax I.D., address, authorizing official, telephone number and e-mail address.
  - B. Certification by an authorizing official in hard copy form or by electronic signature that the agency meets the criteria for eligibility as described in O.A.C. Section 4765-5-02.
  - C. Completed eligibility indicators.
  - D. A grant agreement signed with an original signature by the authorizing official or an electronic signature through the online grant process.
- 6) Each applicant must be in substantial compliance with R.C. section 4765.06 and O.A.C. Section 4765-4. As noted in O.A.C. 4765-4-08, failure to report to the Incident Reporting System may result in ineligibility status for purposes of the EMS grant program.
- 7) Grant funds may not be used for any training activities or dated equipment invoices that commence prior to July 1<sup>st</sup> of the grant cycle.

### GUIDELINES FOR PURCHASES OF TRAINING AND EQUIPMENT:

- 1) All grant funds awarded are reimbursement only for training and equipment and can only be used for those items listed on the Training and Equipment List / Expenditures Form as approved by the Ohio EMFTS Board.
- 2) The applicant must submit to the Division of EMS all paid invoices for the purchase of training or equipment within 60 days of invoice date. **Reimbursement requests must be submitted by January 31<sup>st</sup> for Primary Funding Period grantees, and July 31<sup>st</sup> for Secondary Funding Period grantees.** Grantees should refer to their agency's Notice of Award letter for grant specific deadlines. Any reimbursement request past these dates will be denied.
- 3) Any applicant who fails to spend the grant money in its entirety by the end of their of the grant cycle, as defined on the Notice of Award, or uses grant funds to purchase items not approved by the Ohio EMFTS Board, will forfeit any remaining award and may have a reduced award in the subsequent award year.
- 4) Grants awarded for EMS training can be used only for tuition and fees, books, materials, and other expenses related directly to participation in a training program.
- 5) Continuing education (CE) courses and on-line courses must meet the requirements approved by the Ohio Division of EMS in order to be considered for reimbursement.
- 6) In-house training by a CE site is only eligible for reimbursement if there is an actual documented expense for the course (i.e., purchase of textbooks, contracted instructor fee, etc.).
- 7) **Only an accredited training institution or approved primary CE training site may purchase training equipment.**

## **INSTRUCTION PAGE – Priority One Application**

**Estimated Funds:** Will be determined in June of that grant cycle year, by the amount of seatbelt funds available.

**Estimated Number of Eligible Applicants:** Greater than 700

**Grant Period:** Six month period beginning **July 1<sup>st</sup> to December 31<sup>st</sup> for the Primary Funding Period, which will include all Priority One awarded grantee; and March 1<sup>st</sup> to June 30<sup>th</sup> for Secondary Funding Period grantees.** All invoices should be submitted by **January 31<sup>st</sup>** for Primary Funding Period grantees, and **July 31<sup>st</sup>** for Secondary Funding Period grantees. Grantees should refer to their agency's Notice of Award letter for grant specific deadlines. Any reimbursement request past these dates will be denied.

**Selection Criteria:** Applications will be reviewed and funded using the following selection criteria:

- The completion of an EMFTS electronic application.
- The final score of the application, based on the eligibility indicators provided by the applicant, and ranking of the score compared to all other applicants.
- The applicant must be in substantial compliance with Section 4765-4 of the O.A.C. regarding the submission of data to the Incidence Reporting System.
- The applicant must meet the eligibility requirements of Section 4765-5 of the O.A.C.

**Applications will not be available for revisions once submitted.** Please read the following information before you begin completing the required fields of this grant application. This instruction page provides guidance for each of the fields on the application. The application will provide instructions for each field through the use of a help icon. Agency and contact information will be completed for you when you enter you start the application. Please verify the information for accuracy, and make changes to any incorrect information.

The information you provide on this application will be used to determine your eligibility for the Ohio EMS Training and Equipment. Periodic audits will be performed to verify the accuracy of the data and proof of eligibility. All sections must be completed in order to submit your application. If you are unable to submit your application, please review your responses and verify you have answered all required questions. If you have not answered all required fields, a request to respond will appear in red text at the top of the application.

The EMFTS Board will determine the amount of your award based on the ranking of scores of all applicants. Omission of any field on the application / agreement page will result in an incomplete application, and your request will not be considered for funding.

The following instructions will provide guidance for each item on the application.

1. In order to be eligible for grant funding, all EMS applicants must be established, or operated by township, municipality, village, city etc., or provide service pursuant to a contract, or letter. If you provide service via contract or letter, a copy of your contract, or agreement must be submitted, and can be uploaded in to the grants system with your application.
2. Please indicate whether or not your agency provides patient treatment services.
3. Indicate whether or not your agency submits data under a different agency than your own, and if so, which agency submits your data for you.
4. In accordance with O.A.C 4765-04-08, your agency must be in compliance with EMS data reporting. Please indicate whether your agency is in compliance.
5. Indicate whether or not your agency is the Primary provider of EMS services for a political subdivision. If so, you must provide the details of the political subdivision your agency provides service for.
6. Verify your agency's details are correct. If not, please make the necessary corrections, and provide the Federal Tax I.D. #. Provide the name and contact information for the Authorizing Official, and Contact person.
7. Verify the name and contact details for your agency's Medical Director, and verify that they meet the requirements as defined in section 4765-3-05 of the O.A.C.

8. Select all sources of funding your agency currently receives.
9. Enter the amount of your 12 month operating budget for your prior year's operations. The operating budget should include **wages** and **fringe benefits** for all paid personnel. Do not include capital expenses such as buildings or vehicles. **Do not include other state, federal, or government grants**. This budget must be a documented auditable budget; **no estimates of EMS costs are permitted**.
10. Enter the total square miles of the area for which your department provides primary or other eligible EMS services. Include territory under contract if primary EMS services are provided. **DO NOT include territory under mutual aid agreements** to provide supplemental protection. This entry must be as accurate as possible.
11. Enter the population of the area for which your department provides primary EMS service or service eligible under question number 1. Population can be obtained through the census or a government agency. Include territory under contract if primary EMS services are provided. **DO NOT** include areas where you respond under mutual aid agreements to provide supplemental protection.
12. Enter the seasonal increases in population or pass through population estimates.
13. Enter the number of active stations your department has established to respond to EMS calls in your service area. Only enter active stations providing EMS in response to 911. Do not include remote non-staffed or storage stations.
14. Enter the number of EMS runs in your service area for a 12 month period (calendar year). The 12 month period should be the same as the operating budget period.
15. Please respond to the following question, "Does your agency routinely transport ill and injured patients to the hospital pursuant to the definition of an eligible EMS agency as defined in section 4765-5-02 of the O.A.C."
16. If you answered "yes" to question 14, please enter the number of transports for your department that occurred within your budget period as entered for the same period as the operating budget period.
17. Provide the details of your EMS agency's transport vehicles.
18. Select the highest level of service your agency provides.
19. Select all staffing levels currently employed by the agency.
20. Provide the certification levels for all members of your agency.

Provide a description of your primary response area (i.e. rural, urban, tourist area,).

Once you have answered all of the questions for the Priority One application, you can submit, and if eligible, your agency may apply for the Economic or Board Priority Supplemental grants. **Please note, once your application has been submitted, you will not be able to edit it. If revisions are needed, please contact EMSGrants@dps.ohio.gov.**

## **INSTRUCTION PAGE – Economic Hardship & Board Priority Application**

Supplemental Funds **do not replace** the Priority 1 grant. Supplemental funds will be awarded in addition to the Priority 1 grant.

The information you provide on this application will be used to determine your eligibility for the Ohio EMS Supplemental Grant. Periodic audits will be performed to verify the accuracy of the data and proof of eligibility. All sections must be completed in order to submit your application. If you are unable to submit your application, please review your responses and verify you have answered all required questions. If you have not answered all required fields, a request to respond will appear in red text by the corresponding question.

### **TO BE ELIGIBLE FOR SUPPLEMENTAL EMS FUNDS, YOUR EMS ORGANIZATION MUST MEET BOTH OF THE FOLLOWING:**

- **Be the primary provider of EMS services for a political subdivision.**  
**AND**
- **Provide patient treatment and emergency medical transport services.**

Supplemental fund applicants must submit specific equipment and associated costs in order to be eligible to receive funds. Please see the Training and Equipment List / Expenditures Form under the Grants Section of the EMS Web site, located on the “Applications & Forms” page.

**Purpose:** To provide EMS organizations facing economic hardship with an opportunity to purchase EMS identified priority equipment or training that they would not otherwise have the ability to acquire.

**Eligible Applicants:** EMS Organizations that meet the eligibility requirements, have applied, and are eligible to receive the Priority 1 Principle grant.

**Maximum Award Amount:** \$30,000

**Estimated Number of Eligible Applicants:** Approximately 10

**Grant Period:** Six month period beginning **July 1<sup>st</sup> to December 31<sup>st</sup> for the Primary Funding Period, which will include all Priority One awarded grantee; and March 1<sup>st</sup> to June 30<sup>th</sup> for Secondary Funding Period grantees.** All invoices should be submitted by **January 31<sup>st</sup>** for Primary Funding Period grantees, and **July 31<sup>st</sup>** for Secondary Funding Period grantees. Grantees should refer to their agency’s Notice of Award letter for grant specific deadlines. Any reimbursement request past these dates will be denied.

**Selection Criteria:** Applications will be reviewed and funded using the following selection criteria:

- The completion of an EMFTS Priority One electronic application.
- The final score of the application, based on the eligibility indicators provided by the applicant, and ranking of the score compared to all other applicants.
- The applicant must be in substantial compliance with Section 4765-4 of the O.A.C. regarding the submission of data to the Incidence Reporting System.
- The applicant must meet the eligibility requirements of Section 4765-5 of the O.A.C.

**Site visits will be performed to verify the accuracy of the data and proof of eligibility & need. Please complete all sections of the application.**

**The EMFTS Board will determine the amount of your award based on the ranking of scores of all applicants. Omission of any field on the application / agreement page will result in an incomplete application, and your request will not be considered for funding.**

1. List up to your agency's 5 newest frontline EMS transport ambulances.
2. Please indicate whether or not your agency is federally tax-exempt. If a tax-exempt agency, and do not operate under an government entity, a copy of your agency’s most recent I-990 must be submitted, and can be uploaded in to the grants system with your application.

3. Please indicate whether or not your agency is private. If you are a private agency, a copy of your most recent Schedule C must be submitted, and can be uploaded in to the grants system with your application.
4. Please enter the number of cardiac arrest runs made by your agency in the past calendar year.

**Board Priority** – For **SFY 2024-2025**, the Supplemental Board Priority Grant will provide assistance to Ohio EMS organizations with the acquisition of Waveform Capnography and 12-Lead, and for Pediatric Simulation Training.

**\*Remember maximum request for board priority equipment should equal no more than a combined total of \$30,000.**

**The following questions are for Board Priority applicants only.**

1. Enter the amount your agency is requesting from the Division of EMS to use for the purchase Board identified Priorities, e.g. Waveform Capnography & 12-Lead ECG, and Pediatric Simulation Training, and add the details of the equipment or training item(s) and corresponding details your agency is seeking funding for.

**Training specific requests-** A list of known training opportunities has been provided, however, you are not restricted to these trainings. Agencies must provide the training details for every Pediatric Simulation Training, your agency is requesting:

1. Training Title- provide the name of the training opportunity.
2. Training Location- provide the name of the agency or institution providing the training.
3. Training Instruction Name and Title- provide the name and title of the person who will provide the training.
4. Participant Count- provide the number of individuals who will be participating in the training, please include the count for all participants who will participate in the training including those whose participation will not be paid for with these grants funds.
5. Training Cost (per person)- provide the per person cost of the training.
6. Agency Contact- provide the contact details for the individual with your agency that should be contacted in the event that the Division of EMS has questions regarding the training.
7. Please indicate whether or not your agency will participate in this training with another agency or institution, and if so, please provide the agency/ institution information details.
8. Provide the certification levels for all participants taking the training.
9. Indicate how many of the participants have received PALS, PEPP, or APLS.

Once you have added all of your training items you are requesting funding for, you will enter the total Training request amount.

**Equipment specific requests-** If your agency is requesting funding for equipment, you will be required to provide the following for each item your agency is seeking grant funds for:

1. Select the item from the Equipment list
2. Brand – provide the brand of the item you are interested in buying.
3. Quantity- enter the quantity of the item for which your agency is seeking funding.
4. Cost per unit- enter the cost of the item for which your agency is seeking funding.

Once you have added all of your equipment items you are requesting funding for, you will enter the total equipment request amount.

2. Provide the percentage of ALS calls for service that included a paramedic response in the last calendar year.
3. Enter the maximum number of primary response vehicles that are non-first responder ambulances, required by your entire agency at any one-time within your normal 24-hr. operational period for the coverage and response to all 911-based EMS scenes.
4. Using the response information from question 3 indicate how many of those identified vehicles are currently equipped with 12- Lead ECG or higher devices.
5. Using the response information from question 46, indicate how many of those identified vehicles are currently equipped with Waveform Capnography.
6. Indicate whether or not the identified priority equipment your agency intends to purchase with these funds will replace aging equipment.



7. Indicate whether or not your agency intends to purchase Waveform Capnography to integrate with an existing monitor you currently use.
8. Please describe how your agency and community will benefit from the requested equipment if your agency was awarded funding.
9. Please provide a description of your agency's need for these funds.

Once you have completed the all the questions, you can submit your application. Please be advised, once your application has been submitted, you will not be able to make revisions.

**Economic Hardship** – The Economic Hardship funds provide additional financial support, for the purchase of equipment and training items, to agencies experiencing serious economic difficulty.

**\*Remember maximum request for equipment and training should equal no more than a combined total of \$30,000.**

**The following questions are for Economic Hardship applicants only.**

1. Enter the amount your agency is requesting from the Division of EMS to use for the purchase of Equipment, and the amount your agency is requesting to use for Training.
2. Select the “Add New Item” button to add Equipment and Training items to your grant application. In order to add items, you will need to do the following.
  1. Select whether you are requesting equipment or training item.
  2. Select the Equipment or Training item from the drop down menu.
  3. Enter the quantity of the item you are requesting.
  4. Enter the cost per unit of the item.

Once you have completed the item information you can select “Add”. To add additional items, repeat those steps 1-4.

3. Please describe how your agency will better be able to provide services if you are awarded these funds.
4. Please describe your agency's need for these funds.

## AGREEMENT

This agreement (hereinafter referred to as “the Agreement”) is made by and between the Ohio Department of Public Safety / Ohio Division of EMS, (hereinafter referred to as “the Division”) on behalf of the State Board of Emergency Medical, Fire, & Transportation Services (EMFTS) (hereinafter referred to as “the Board”), and the above mentioned organization presently located at the above mentioned address in fields 4-6 of the application, hereinafter referred to as “the Grantee”, and is subject to the following terms and conditions.

1. **TERM:** This Agreement is to be effective from receipt of a purchase order through the end of the grant cycle as defined in on the Notice of Award Letter.
  
2. **STATEMENT OF WORK:**
  - A. The Grantee shall undertake the work and activities described in the Scope of Work, labeled Exhibit 1, attached. Exhibit 1 is made a part of this Agreement and incorporated by reference as if fully rewritten. The Grantee shall perform the services under this Agreement, and the Division shall not hire, supervise, or pay any assistants to the Grantee in its performance under this Agreement. The Division shall not be required to provide any training to the Grantee to enable it to complete work under this Agreement. The Grantee shall furnish its own support staff, materials, tools, equipment, and other supplies necessary to complete the work under this Agreement.
  - B. All Grantees will be informed of their award of an Ohio EMS grant through a Notice of Award email. The award email will be sent to the contact email address listed on the application. Award emails will instruct grantees on how to view their Notice of Award letters in the EMS Grants Management system. The award letter defines the grant period and informs the grantee of the grant amount.
  - C. The Grantee declares that it is engaged as an independent business and shall furnish professional services performed according to applicable commercial standards. Neither the Grantee nor its personnel shall, at any time or for any purpose under this Agreement, be considered as employees or agents of the Division or the State of Ohio. The Grantee shall determine the hours required to perform the services to be provided under this Agreement, and retains discretion over its schedule when performing services on the premises of the Division, subject to the Division’s normal business hours and security requirements.
  - D. The Grantee agrees to comply with all applicable federal, state, and local laws in performing the work under this Agreement. The Grantee accepts full responsibility for the payment of all taxes, and the Division and the State of Ohio shall not be liable for any taxes under this Agreement.
  - E. The Grantee shall perform the work under this Agreement and may subcontract, with the Division’s approval, for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services which are to be performed by the Grantee under this Agreement, but which are required for the Agreement’s satisfactory completion. The Grantee is responsible for the expense of any and all subcontracted work. Neither this Agreement nor any rights, duties, or obligations described in this Agreement, shall be assigned by either party without the prior express written consent of the other party.
  
3. **COMPENSATION:**
  - A. The Grantee will be compensated at a not to exceed total as indicated in the Division’s award letter, for services performed according to this Agreement and the Scope of Work, attached. The State of Ohio is exempt from all state and local taxes and does not agree to pay any taxes. The Division will make payment to the Grantee within forty-five (45) days of receipt of an acceptable invoice.
  - B. The Grantee should submit paid invoices within sixty (60) days of invoice date in order to be reimbursed. Late submission may be subject to a 5% withholding of payment. **Requests for reimbursements must be submitted through the EMS Grants Management system. Reimbursements must include the following: a submitted request in the grants management system, invoice of purchase, AND if request is for training, proof of payment to school or individual, and names of all students attending the course. Supporting documentation can be uploaded in the system and submitted along with the request, or may be submitted via mail, fax, or e-mail.**

**Mail: EMS Grant Program  
Division of EMS  
1970 West Broad Street  
P.O. Box 182073  
Columbus, Ohio 43218-2073**

**Fax: (614) 351-6006**

**E-mail: [emsgrants@dps.ohio.gov](mailto:emsgrants@dps.ohio.gov)**

- C. Unless expressly provided for elsewhere in this Agreement, the Grantee shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.
4. **WORKERS' COMPENSATION AND OTHER BENEFITS:** The Grantee and its employees shall be covered by workers' compensation coverage purchased and maintained by the Grantee. In addition, the Grantee should ensure that any subcontractors maintain workers' compensation insurance at all times during the term of this Agreement. Any workers' compensation claims filed by the Grantee, or its employees or subcontractors, as a result of work performed under this Agreement is not covered under the Division's workers' compensation insurance. The Grantee is not entitled to any State employment benefits, including, but not limited to the Public Employees Retirement System of Ohio, for work performed under this Agreement.
5. **DRUG FREE WORKPLACE:** The Grantee certifies that to the best of their ability, all of their employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state property. Failure to comply may result in immediate termination of this Agreement.
6. **EQUAL OPPORTUNITY REQUIREMENTS:**
- A. The Grantee, and any of its subcontractors, shall comply with the requirements under R.C. section 125.111. The Grantee, and any of its subcontractors, shall not discriminate against anyone because of race, color, religion, sex, age, disability, national origin, ancestry, or military status.
- B. The Grantee certifies that both the Grantee and any of its subcontractors are in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices.
- C. The Division encourages both the Grantee and any of its subcontractors to purchase goods and services from certified Minority Business Enterprise ("MBE") and Encouraging Diversity Growth and Equity ("EDGE") vendors.
7. **CONFLICT OF INTEREST:** The Grantee shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Agreement.
8. **CAMPAIGN CONTRIBUTIONS:** The Grantee hereby certifies that all applicable parties are in full compliance with Divisions (I) and (J) of R.C. Section 3517.13.
9. **OHIO ETHICS CLAUSE:** Per R.C. 102.04 (D): The Grantee affirms by their signature they and any members conducting the research are:
- A. He / she or any members are not elected or appointed to an office of or employed by the General Assembly or any department, division, institution, instrumentality, board, commission, or bureau of the State, excluding the Courts,
- Or
- B. If the Grantee or members of the research project are appointed or employed as described above, then the Grantee affirms by his / her signature that he / she is a public official appointed to a non-elective office or is a public employee, but, is exempt from the provisions of R.C. 102.04 (A), (B), or (C) because,
- I. The Grantee is supplying the good and / or services that are subject of the agreement to an agency other than the one with which he / she serves; AND
- II. The Grantee has filed the required statements with the following agencies:

- a) The appropriate ethics commission; AND
- b) The public agency with which he / she serves; AND
- c) The public agency to which the goods and / or services will be provided.

#### **OHIO ETHICS LAW:**

**Grantees agree to abide by the Ohio Ethics Law as set forth in R.C. chapter 102, especially section 102.04, and chapter 2921 sections 2921.42, and 2921.43.**

**Board, Committee, and Work Group members whose *employers* wish to apply for funding must disclose this fact to the Executive Director of EMS as soon as they become aware or at the time of application, whichever is earlier. Such members must not participate (e.g., discuss, deliberate, and / or vote) on the topics and / or topics involving Priority 1 grants, participate in any way in the application process, or advise the individuals who are applying for the grant. Board, Committee, and Work Group members must abstain from discussing, deliberating, or voting in any situation where there is a conflict of interest, where their employer or another associate is the grant applicant, or if there is an appearance of impropriety.**

**Board, Committee, and Work Group members are prohibited from receiving funding from the grant, nor can they perform work in furtherance of, or act as a consultant on the grant; recusal from discussing, deliberating, and / or voting on the grant will NOT overcome this prohibition.**

**Applicants are responsible for knowing and understanding the Ohio Ethics Law. Violations can result in a grant application being rejected, terminated, and / or in criminal prosecution.**

**If you have any questions regarding your obligations under the Ohio Ethics Law, you should contact the Ohio Ethics Commission for advice.**

10. **EXECUTIVE ORDER 2011 - 12K, BANNING THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES:** The Grantee affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Contract outside of the United States.

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

A. Termination, Sanction, Damages:

If the Grantee or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services.

If the Grantee or any of its subcontractors perform any such services, the Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, costs associated with corrective action, or liquidated damages.

B. Assignment / Delegation:

The Grantee will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

11. **RESPONSIBILITY FOR CLAIMS:** The Grantee agrees to indemnify and hold the Division harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the Grantee and from claims for wages or overtime compensation due its employees in rendering services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits

12. **OWNERSHIP:**

- A. Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and / or software developed under this Agreement (hereinafter referred to under this Section as "Deliverables") shall become the property of the Division. The Division, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Grantee shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of the Division, except that the Grantee shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. The Grantee shall not include in any Deliverables any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. The Grantee must identify in writing, prior to the start of work under this Agreement, any and all proprietary, copyrighted, and / or patented materials it intends to use.
- B. The Grantee agrees that all Deliverables may be made freely available to the general public to the extent required by law.
- C. This Section shall survive the termination of this Agreement and may be enforced by the Division in any court of competent jurisdiction.

13. **AVAILABILITY OF FUNDS:** The obligations of the Division under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to the Division for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by R.C. Section 126.07. The Division may suspend or terminate this Agreement if the General Assembly fails to appropriate funds or if federal grant funds are not available for any part of the work under this Agreement.

14. **AUDITOR RECOVERY FINDING - R.C. Section 9.24:** The Grantee affirmatively represents and warrants to the Division that the Grantee is not subject to a finding for recovery under R.C. section 9.24, or that the Grantee has taken the appropriate remedial steps required under R.C. section 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation and warranty is false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the Division hereunder shall be immediately repaid to the Division, or an action for recovery may be immediately commenced by the Division for recovery of said funds.

15. **GOVERNING CLAUSE:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected by such determination.
16. **SUSPENSION AND TERMINATION:**
- A. The Grantee or the Division may suspend or terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.
  - B. Any violations or breach of the terms stated herein, by the Grantee, shall provide the Division with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to the Division.
  - C. If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within ten (10) business days following delivery of written notice of the breach. In the case of late payment by the Division, however, the Grantee may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and R.C. Section 126.30 shall apply.
  - D. If this Agreement is suspended or terminated, the Grantee shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by the Division, furnish a report describing the status of all work under this Agreement, including results and conclusions accomplished, and such other matters as the Division may require.

The requirements in this paragraph shall occur in accordance with the following:

- 1. If the Agreement is suspended or terminated by the Division, the requirements in paragraph 16. D. of this Agreement shall commence upon the date the Grantee receives notice of suspension or termination.
  - 2. If the Agreement is suspended or terminated by the Grantee, the requirements in paragraph 16. D. of this Agreement shall commence upon the date the Grantee sends notice of suspension or termination.
- E. If this Agreement is suspended or terminated, the Grantee, upon submission of a proper invoice, shall be entitled to compensation which shall be calculated by the Division according to Paragraph 3 of this Agreement for the work performed prior to the date on which the Grantee either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable, less any funds previously paid by, or on behalf of, the Division.

Regardless of which party terminates the Agreement, any payments made by the Division in which services have not been rendered by the Grantee shall be prorated and returned to the Division. Such payment(s) must be sent to the Division within thirty (30) days of the date on which the Grantee either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable. The Division shall not be liable for any further claims.

17. **ANTITRUST ASSIGNMENT:** The Grantee assigns to the Division all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by the Grantee's suppliers and subcontractors.
18. **RECORD KEEPING:** During the performance of this Agreement and for a period of three (3) years after its completion, the Grantee shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Division, upon request.
19. **CHANGE OR MODIFICATION:** This Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement. This Agreement supersedes all prior agreements, understandings, or representations, whether oral or written, concerning the subject matter of this Agreement. Any changes or

modifications of this Agreement shall be made and agreed to in writing. The provisions outlined in these Terms and Conditions shall take priority over any inconsistent or conflicting provisions included in the Grantee's offer or quote, or any other provisions applicable to or incorporated into this Agreement.

20. **DEBARMENT:** The Grantee warrants that it is not currently subject to a finding by the Ohio Department of Administrative Services debaring the Grantee from consideration for contract awards, and that Grantee does not currently appear on any federal or State of Ohio debarment list. In the event that, during the course of this Agreement, the Grantee is debarred from consideration for the contract awards by the Ohio Department of Administrative Services, or otherwise appears on any federal or State of Ohio debarment list, then the Division may terminate this Agreement immediately.
21. **FORCE MAJEURE:** If the State or Grantee is unable to perform any part of its obligations under this Agreement by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, any other severe weather, or explosions; restraint of government and people; war; strikes; and other like events or any other cause that could be not reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

## **Exhibit 1**

### **SCOPE OF WORK**

WHEREAS, the Division has indicated a desire to improve emergency medical services in Ohio by providing monetary resources to assist organizations in training, equipping, and improving the availability, accessibility and quality of such services, and the Grantee has indicated a desire to improve emergency medical services in this area and has expressed a need for monetary assistance to accomplish this goal; and WHEREAS, the Grantee represents that it is capable of performing the activities listed in the Agreement; and WHEREAS, the Division desires the Grantee to perform such activities in order to fulfill the above listed needs, NOW THEREFORE, it is agreed that the Grantee shall perform the following activities for the Division, in exchange for grant funding, in accordance with the following terms and conditions:

The Grantee agrees to secure training, or purchase goods, services, or equipment for personnel. The Grantee may only use funds to purchase training and equipment listed on the EMFTS Board-approved "Training and Equipment List / Expenditures" form. The Division is responsible only for the portion of the Grantee's grant request that the Board has approved or ratified.

All funding amounts will be disclosed through an EMS Division award letter. The Grantee understands that grant money will be issued as reimbursement only, unless the Grantee has been granted an advanced disbursement through a Division Financial Hardship Application. Funds can only be used for training and equipment listed in the Approved Training and Equipment List / Expenditures Form, and as specified and approved in the grant application. Grant recipients awarded during the Primary Funding Period must expend all funds by December 31<sup>st</sup> and submit final invoices for reimbursement no later than 30 days (January 31<sup>st</sup>), of the grant cycle. Secondary Funding Period award recipients must expend all funds by June 30<sup>th</sup> and submit final invoices for reimbursement no later than 30 days (July 31<sup>st</sup>), of the grant cycle. If the Grantee fails to reconcile the awarded funding in its entirety by the grant funding period cycle, the Grantee will forfeit any remaining award amount. Failure to reconcile all awarded funds with the Division within such time period may result in a reduction, or ineligibility, in the subsequent award year.

Effective January 1, 2013, if an EMS organization's medical director fails to meet the minimum qualifications established in rule 4765-3-05 of the O.A.C., the EMS organization may be ineligible for the grant program established under section 4765.07 of the R.C. and as provided in this chapter.

### **GRANTEE RESPONSIBILITIES**

For the purpose of this Agreement, the Grantee acknowledges that all rules as promulgated by the Board shall be followed, including those in Chapter 4765-5 of the O.A.C.

### **DEPARTMENT OF LIAISON:**

For the purpose of this Agreement, the Grantee shall report, accept direction from, and make inquiries to the Executive Director of the Division of EMS, or the Executive Director's designee.