

- Bureau of Motor Vehicles
- Emergency Management Agency
- **Emergency Medical Services**
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



Emergency Medical Services
1970 West Broad Street
P.O. Box 182073
Columbus, Ohio 43218-2073
(614) 466-9447 • (800) 233-0785
www.ems.ohio.gov

Dear EMS Grant Applicant:

The Emergency Medical, Fire, & Transportation Services Board (EMFTS) has made changes to the Priority 1 Training & Equipment Grant beginning with the 2016-2017 grant cycle. The following changes will take effect July 1, 2016:

- Allowable disposable equipment for the SFY 2016-2017 grant will include:
 - CPAP Equipment circuits
 - CO2 Sensing Equipment
 - Heart Monitor / Defib. Quick Combo Pads
 - Disposable needles for I.O. Devices
- Paid invoices must be submitted within 60 days of the issuance date of the invoice to be eligible for reimbursement.
- Invoices must be submitted by no later than **August 31st** following the end of the grant cycle in order to be eligible for reimbursement.
- An EMS organization shall forfeit any remaining money in a grant award and may not be eligible for an award in the following grant year, if the EMS organization:
 - leaves an unexpended balance of \$300.00 or more by June 30th of the grant cycle; OR
 - has a remaining balance of \$300.00 or more after the August 31st reimbursement deadline; OR
 - uses grant funds to purchase items not approved by the Ohio EMFTS Board.
- When submitting a Financial Hardship Application, the grant applicant shall list the item / items they wish to purchase. All paid invoices will be due by December 31st of the subsequent year.

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

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."



TRAINING AND EQUIPMENT GRANT APPLICATION PRIORITY 1

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.).

The application includes program information and guidelines, instructions, and all required forms. **Please follow all directions carefully to avoid delays in consideration.** The application will also be available in an electronic version on February 1st at the Ohio Division of EMS Web site, www.ems.ohio.gov (click on the "Grants" section to access the electronic application).

The deadline for applications is **5:00 P.M. on April 1st**. If April 1st falls on a Saturday or Sunday then the application deadline will be the following Monday. Applications must be postmarked or hand delivered to the Ohio Division of EMS office by the date and time indicated to be considered for funding. The applications must be sent to the Ohio Department of Public Safety, Division of Emergency Medical Services, 1970 West Broad Street, P.O. Box 182073, Columbus, Ohio 43218-2073 or submitted electronically. All information and updates regarding the Ohio EMS Grant Program will be sent via LISTSERV. To receive information from the Ohio Division of EMS via LISTSERV, sign up at the EMS homepage under the Resources Section of the Ohio EMS webpage.

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 has changed, please provide the updated information in questions 2-18 and complete an EMS Agency Change of Information Form.

There are only two ways to apply for the grant: 1) completing the hard copy application, or 2) 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:

- Hard copy applications are available only by request. Completed applications should be mailed with an original signature to the address listed on page 3 under "Deadline for Applications." All fields of the Priority 1 grant (pg. 12) are required in order for the hard copy application to be considered complete.
- Applications can be completed on-line using the Ohio EMS Web site at www.ems.ohio.gov. Go to the grants section, select, "already have username and password" and 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 Account Center, select the section entitled "to apply for a username and password" and follow the prompts to obtain this information. If you already have a username and password from a prior year, they will still be valid. Only the person who is selected by the applicant is authorized to sign the application. The electronic application will become available on February 1st.
- Applicants who use the electronic application process will be asked to sign the agreement and blanket certification utilizing an electronic signature process. No mailing of hard copies of the application, or original signature will be required for the electronic application. By utilizing the electronic signature process, the applicant is certifying that all fields that will be used to determine eligibility provided by the grantee are accurate. All applicants who sign the agreement electronically are certifying they are an eligible applicant under section 4765-5-02 of the Ohio Administrative Code (O.A.C.). Once the applicant completes and electronically signs the application, the application is complete.

- Awards will be need based. Scoring will be 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 in the application process). For a complete list of allowable training and equipment items, please see the Training and Equipment / Expenditures form located on the grants page of the EMS website at www.ems.ohio.gov.
- Awards will be funded through a reimbursement process. Request for reimbursement should be made within 60 days from date on invoices. Requests submitted beyond 60 days from date of invoice may be subject to a 5% withholding of payment penalty. 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.
- 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 1st by 5:00 PM

(If April 1st falls on a Saturday or Sunday the application deadline will be the following Monday)

Hard copy applications send to:

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

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 grant applications is **5:00 P.M., April 1st**. If April 1st falls on a Saturday or Sunday then the application deadline will be the following Monday. Applications must be completed electronically, or postmarked, or hand delivered to the Division of EMS office by this time and date in order to be considered for funding. Hard copy applications should be sent to:

Grant Program

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

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

Estimated Number of Eligible Applicants: Greater than 700

Grant Period: Twelve month period beginning July 1st to June 30th the following year. All invoices should be submitted by June 30th. Any reimbursement request past this date will be denied.

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

- The completion of an EMFTS Board Grant application or 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.

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 submitted on the forms provided at the Ohio Division of EMS Web site or utilizing the Ohio Division of EMS's electronic on-line application and electronic signature page.
- 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 (page 12, items 1-18).
 - 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 (page 12, item 19 a or b).
 - C. Completed eligibility indicators (items 19-34).
 - 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 1st of grant cycle.
- 8) Grant funds may not be used to supplant current funding of existing activities / projects.

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.

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,
 - 1. 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
 - 2. 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.

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. **All requests for reimbursement must be submitted by June 30th of the grant cycle.**
- 3) Any applicant who fails to spend the grant money in its entirety by **June 30th** of the grant cycle, 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

Please read the following information before you begin completing the required fields (items 1-34) of this grant application. This instruction page provides guidance for each of the fields on the application. The electronic application process will appear different from the hard copy application. If there are any major changes such as address, chief or medical director you will also need to use the EMS Agency Change of Information Form. This form is available at www.ems.ohio.gov under the resource section, Applications and Forms.

Fields 1-18 of the hard copy application will contain Agency and Contact information. The information you provide for items 19-34 of this application will be used to determine your eligibility for the Ohio EMS Training and Equipment Grant (Priority 1). Periodic audits will be performed to verify the accuracy of the data and proof of eligibility. 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 may not be considered for funding.

The following instructions will provide guidance for each item on the application. If you utilize the electronic application, use the help icons provided for each field for clarification.

1. This is the ID code used for reporting data to the Ohio Division of EMS Incident Reporting System (EMSIRS), also known as the Fire Department Identification Code.
- 2.-18. Complete your agency's information. If your agency has had a change involving the medical director, the chief, or the address, since the last grant application, your changes must be made utilizing the EMS Agency "Change of Information" form in order to update your agency information in the state EMS database. This form is available in the resource section, Applications and Forms section of the EMS Web site www.ems.ohio.gov.

Questions 11 and 11a are required by section 4765-5-02 of the O.A.C. in order to receive funding. Failure to provide this information may result in a delayed award or an ineligible application.

- 13.-18. Enter the correct contact information for the person responsible for the completion and administration of the grant.
19. Applicants must meet all criteria for eligibility as defined in section 4765-5-02 of the O.A.C. (page 4). Please select the type of service that best describes your agency (you must check one).
20. 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."
21. Enter the number of transports for your department that occurred within your budget period as entered for the same period in question number 23.
22. Enter the population of the area for which your department provides primary EMS service or service eligible under number 19 above. 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. **DO NOT** include seasonal increases in population or pass through population estimates. Seasonal increases will be reflected in the run volume.
23. Enter the amount of your 12 month operating budget for your prior year's operations. The number of transports in number 21 must be for the same time period. 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.**

24. 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.
25. 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.
26. 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 (number 23).
27. Enter the percentage of volunteers at your department. "Volunteer" means a person who provides services either for no compensation or for compensation that does not exceed the actual expenses incurred in providing the services.
28. Enter only the highest level of service your agency provides on a routine basis. You may not exceed the level permitted by your department's protocols.
29. Enter the number of operational transport vehicles you have.
30. Provide the certification levels for each member of the agency.
31. Enter the number for each type of vehicle currently used by your agency.
32. Enter the number for each staffing level currently employed by the agency.
33. Indicate whether or not your agency is the Primary provider of EMS services for a political subdivision.
34. Provide a description of your primary response area (i.e. rural, urban, tourist area).

SAMPLE
ONLY
NOT FOR
SUBMISSION

PRIORITY 1 SUPPLEMENTAL FUNDING OPPORTUNITIES

For 2016-2017 the State Board of Emergency Medical, Fire, and Transportation Services Priority 1 Grant includes additional opportunities to request funds for equipment and training in the form of supplemental grants, one for State Board of Emergency Medical, Fire, and Transportation Services priorities and one for economic hardship. Eligible agencies must apply for the principle grant to be eligible to apply for one, or both, of the supplemental grants. If an agency would like to submit an application for both Economic Hardship & Board Priority funds, they may do so, however, please be advised, applicants will only qualify to receive one supplemental funding opportunity. The supplemental funding provided in prior years for EMS organizations experiencing economic hardship has been replaced by the supplemental grant process. The supplemental funds are needs-based and will be determined by rank of score and total funding available. Both principle and supplemental grant recipients shall meet all Ohio Administrative Code requirements to be eligible to receive funds from the State Board of Emergency Medical, Fire, and Transportation Services Grant Program.

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 (www.ems.ohio.gov/ems_grants.stm) 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 Financial Hardship Application form available at www.ems.ohio.gov/ems_grants.stm.

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

EMS PRIORITY 1 – SUPPLEMENTAL GRANT PROGRAM INFORMATION

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.

Deadline for Applications: The deadline for Priority 1 Emergency Medical, Fire, & Transportation Services Board grant applications is 5:00 P.M., April 1st. If April 1st falls on a Saturday or Sunday then the application deadline will be the following Monday.

Maximum Award Amount: \$30,000

Estimated Number of Eligible Applicants: Approximately 10

Grant Period: Twelve month period beginning July 1st to June 30th the following year. All invoices should be submitted by June 30th. Any reimbursement request past this date will be denied.

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

- The completion of an EMFTS Board Priority 1 Principle Grant application.
- Supplemental funds will be awarded in addition to the Priority 1 Principle grant.
- Supplemental funding applicants must qualify for, and receive a Priority 1 Principle grant in order to be eligible for the Supplemental funding opportunities.
- 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.

SUPPLEMENTAL FUNDS APPLICATION INSTRUCTION PAGE

Please read the following information before you begin the Supplemental Funding application(s). This instruction page provides guidance for all of the fields on the electronic Priority 1 - Supplemental funding application.

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. Please indicate whether or not your agency is federally tax-exempt. If so, you will be required to submit a copy of the agency's latest I-990.
2. Please indicate whether or not your agency is private. If so, you will be required to submit a copy of the agency's latest Schedule C.
3. Please list **all** sources of funding for your agency.
4. List up to your agency's 5 newest frontline EMS transport ambulances, AND up to 2 of your agency's oldest frontline EMS transport ambulances.

BOARD PRIORITY INSTRUCTIONS

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. ***Remember maximum request for Equipment should equal no more than a combined total of \$30,000.**
2. Provide the information for the priority(s) your agency intends to purchase with these funds.
3. Enter only the total number of cardiac arrest runs your agency made during the previous calendar year.
4. Enter the percentage of advanced life support calls for service your agency provided including paramedic response in the last calendar year.
5. 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.
6. Using the response information from question 46, indicate how many of those identified vehicles are currently equipped with 12-Lead ECG or higher devices.
7. Again, using the response information from question 46, indicate how many of those identified vehicles are currently equipped with Waveform Capnography.
8. Indicate whether or not the identified priority equipment your agency intends to purchase with these funds will replace aging equipment.
9. Indicate whether or not your agency intends to purchase Waveform Capnography to integrate with an existing monitor you currently use.
10. Please describe how your agency will better be able to provide services if you are awarded these funds.
11. Please provide a description of your agency's need for these funds.

ECONOMIC HARDSHIP INSTRUCTIONS

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. Enter the total award amount in the "Total Request" line.
***Remember maximum request for Equipment & Training should equal no more than a combined total of \$30,000.**
2. Using the EMS Priority 1 Training and Equipment allowable expendables list, please provide the equipment item(s), and associated cost(s), your agency intends to purchase with the Priority 1 Supplemental funds.
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.

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PRIORITY 1 PRINCIPLE GRANT APPLICATION

1. AGENCY ID # _____

EMERGENCY MEDICAL SERVICES TRAINING AND EQUIPMENT GRANT (Priority1)
PRINCIPLE GRANT

Application and Agreement Between the EMS Organization Mentioned Below and
The Ohio Department of Public Safety, Division of Emergency Medical Services

2. EMS ORGANIZATION NAME		3. FEDERAL TAX I.D. NUMBER	
4. EMS ORGANIZATION MAILING ADDRESS		5. TELEPHONE NUMBER	
6. CITY	STATE	ZIP	7. COUNTY
8. AUTHORIZING OFFICIAL			
9. TELEPHONE NUMBER (Required)		10. E-MAIL ADDRESS (Required)	
11. MEDICAL DIRECTOR		11a. PHYSICIANS LICENSE NUMBER	12. TELEPHONE NUMBER
13. CONTACT PERSON		14. TITLE	
15. TELEPHONE NUMBER (Required)		16. E-MAIL ADDRESS (Required)	
17. CELL NUMBER		18. FAX NUMBER	

19. The above stated EMS organization must meet the following definition in order to apply: An EMS organization 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) They 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) They 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. **In accordance with ORC 4765-5-02 (B)(1)(b), your agency will need to submit verification of service agreement. Please submit either an MOU, or contractual letter verifying services between your organization and the agency.**

20. DOES YOUR AGENCY TRANSPORT? <input type="checkbox"/> Yes <input type="checkbox"/> No		21. NUMBER OF TRANSPORTS WITHIN YOUR BUDGET PERIOD	
22. POPULATION	23. OPERATING BUDGET	24. SQUARE MILES COVERED	
25. NUMBER OF STATIONS	26. NUMBER OF EMS RUNS	27. PERCENTAGE OF VOLUNTEERS	
28. HIGHEST LEVEL OF SERVICE <input type="checkbox"/> EMR <input type="checkbox"/> EMT <input type="checkbox"/> AEMT <input type="checkbox"/> Paramedic		29. HOW MANY TRANSPORT VEHICLES DOES YOUR AGENCY HAVE?	
30. MEMBER CERTIFICATION LEVELS (Provide the number of each) ____ EMR ____ EMT ____ AEMT ____ Paramedic		31. PLEASE PROVIDE THE NUMBER OF EACH TYPE OF VEHICLE ____ FRONTLINE ____ RESERVE	
32. DESCRIBE STAFFING LEVELS (Provide the number of each) ____ FULL-TIME ____ PART-TIME ____ VOLUNTEER		33. IS YOUR AGENCY THE PRIMARY PROVIDER OF EMS FOR A POLITICAL SUBDIVISION? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, list subdivision(s)	

34. PROVIDE A BRIEF DESCRIPTION OF YOUR PRIMARY RESPONSE AREA

STOP

IF YOU **DO NOT** WISH TO APPLY FOR SUPPLEMENTAL PRIORITY 1 FUNDS, PLEASE SIGN AND DATE YOUR PRIORITY 1 APPLICATION ON THE BOTTOM OF PAGE 15.

TO APPLY FOR SUPPLEMENTAL PRIORITY 1 FUNDS, PLEASE COMPLETE THE SUPPLEMENTAL QUESTIONS BEGINNING ON PAGE 13.

**EMERGENCY MEDICAL SERVICES TRAINING AND EQUIPMENT GRANT (Priority 1)
SUPPLEMENTAL FUNDS—ECONOMIC HARDSHIP & BOARD PRIORITIES**

Application and Agreement Between the EMS Organization Mentioned Below and
The Ohio Department of Public Safety, Division of Emergency Medical Services

STOP IF YOU ANSWERED “NO” TO QUESTIONS #20 OR #33, ON THE PRIORITY 1 APPLICATION, PLEASE STOP HERE, YOU ARE NOT ELIGIBLE TO APPLY FOR PRIORITY 1 SUPPLEMENTAL FUNDING. TO COMPLETE YOUR PRIORITY 1 APPLICATION, PLEASE SIGN AND DATE ON THE BOTTOM OF PAGE 14.

AGENCY ID #

1. ARE YOU A PRIVATE AGENCY?
 Yes No If you answered “yes,” you must submit a copy of your agency’s Schedule C to be considered for funding.
2. ARE YOU A FEDERAL TAX-EXEMPT ORGANIZATION?
 Yes No If you answered “yes,” you must submit a copy of your agency’s I-990 to be considered for funding.
3. LIST ALL FUNDING SOURCES (INCOME TAX, LEVY, EMS BILLING, CONTRACTS, ETC.)

4. VEHICLE INFORMATION: Please provide the following information for your agency’s 5 newest & 2 oldest frontline vehicles and equipment below.

	TYPE	MANUFACTURER	YEAR	MILEAGE	HOURS	CONDITION EXCELLENT, FAIR, POOR	MONITOR	WAVEFORM CAPNOGRAPHY	CARDIAC RESUSCITATION DEVICE
EXAMPLE	III	Ford / Horton	2004	97,000	7687	Fair	Lifepak 12	No	Yes
VEHICLE 1									
VEHICLE 2									
VEHICLE 3									
VEHICLE 4									
VEHICLE 5									
VEHICLE 6									
VEHICLE 7									

PLEASE READ BEFORE PROCEEDING

TO APPLY FOR BOARD PRIORITY FUNDS, PLEASE COMPLETE **SECTION A ONLY** (pg. 14)

TO APPLY FOR ECONOMIC HARDSHIP FUNDS, PLEASE COMPLETE **SECTION B ONLY** (pg. 15)

TO APPLY FOR **BOTH** ECONOMIC HARDSHIP & BOARD PRIORITY FUNDS, PLEASE COMPLETE **SECTION A & B**

ONCE COMPLETED, PLEASE REMEMBER TO SIGN AND DATE YOUR APPLICATION ON THE BOTTOM OF PAGE 15.

SECTION A: BOARD PRIORITY APPLICATION

1. BOARD PRIORITY FUNDS REQUESTED (Maximum award amount an agency is eligible to receive is \$30,000): \$ _____

2. PROVIDE ITEMIZED LIST OF EQUIPMENT ITEMS TO BE PURCHASED WITH THE BOARD PRIORITY FUNDS.
(Required to be eligible to receive grant funds).

EQUIPMENT ITEMS	QUANTITY	COST	TOTAL COST

3. HOW MANY CARDIAC ARREST RUNS WERE MADE BY YOUR AGENCY? (LAST CALENDAR YEAR)

4. WHAT PERCENTAGE OF ADVANCED LIFE SUPPORT (ALS) CALLS FOR SERVICE INCLUDES A PARAMEDIC RESPONSE?

5. ANSWERING FOR YOUR ENTIRE EMS AGENCY, WHAT IS THE MAXIMUM NUMBER OF PRIMARY RESPONSE VEHICLES (NON-FIRST RESPONDER AMBULANCES) REQUIRED AT ANY ONE TIME WITHIN YOUR NORMAL 24-HOUR OPERATIONAL / STAFFING CONFIGURATION TO PROVIDE COVERAGE AND RESPOND TO ALL EMS SCENES (911-BASED EMERGENCIES)?

6. HOW MANY OF THESE VEHICLES ARE CURRENTLY EQUIPPED WITH 12 LEAD ECG OR HIGHER DEVICES?

7. HOW MANY OF THESE VEHICLES ARE CURRENTLY EQUIPPED WITH WAVEFORM CAPNOGRAPHY?

8. ARE ANY OF THE DEVICES REQUESTED TO REPLACE AGING EQUIPMENT? IF YES, DESCRIBE:

9. DOES YOUR AGENCY NEED THE WAVEFORM CAPNOGRAPHY EQUIPMENT TO INTEGRATE WITH AN EXISTING MONITOR? IF YES, DESCRIBE:

10. DESCRIBE HOW THE ACQUISITION OF THE REQUESTED EQUIPMENT WILL IMPROVE EMS IN YOUR COMMUNITY:

11. THE BOARD PRIORITIES SUPPLEMENTAL GRANT —IS A NEEDS-BASED GRANT. PLEASE DESCRIBE YOUR AGENCY'S NEED FOR THE REQUESTED EQUIPMENT FOR YOU AGENCY:

STOP IF YOU **DO NOT** WISH TO APPLY FOR ECONOMIC HARDSHIP FUNDS, YOUR PRIORITY 1 PRINCIPLE APPLICATION & SUPPLEMENTAL FUNDS APPLICATION IS READY TO BE FINALIZED. PLEASE SIGN AND DATE ON THE BOTTOM OF PAGE 15.

SECTION B: ECONOMIC HARDSHIP APPLICATION

1. ECONOMIC HARDSHIP FUNDING REQUEST(Maximum award amount an agency is eligible to receive is \$30,000):

EQUIPMENT \$ _____ TRAINING \$ _____ TOTAL REQUEST \$ _____

2. PROVIDE ITEMIZED LIST OF EQUIPMENT / TRAINING TO BE PURCHASED WITH THE ECONOMIC HARDSHIP FUNDS.
(Required to be eligible to receive grant funds).

EQUIPMENT / TRAINING ITEM	QUANTITY	COST	TOTAL COST

3. DESCRIBE HOW THE ACQUISITION OF THE REQUESTED EQUIPMENT WILL IMPROVE EMS IN YOUR COMMUNITY:

4. THE ECONOMIC HARDSHIP SUPPLEMENTAL GRANT 1—ECONOMIC HARDSHIP IS A NEEDS-BASED GRANT. DESCRIBE YOUR AGENCY'S NEED FOR THE REQUESTED EQUIPMENT / TRAINING:

In witness whereof, the parties have executed this Agreement by their duly authorized officers. This agreement shall become effective upon the signature of the Executive Director of the Division of Emergency Medical Services of the Ohio Department of Public Safety.

I attest that i am the duly authorized officer for the ems organization listed above, and that all information contained in this application and agreement is true and correct to the best of my knowledge. I hereby acknowledge that i am bound by the terms and conditions of this grant application and agreement if funding is awarded.

AUTHORIZING OFFICIAL SIGNATURE X	DATE
--	------

OHIO DEPARTMENT OF PUBLIC SAFETY ADMINISTRATIVE USE ONLY

EXECUTIVE DIRECTOR, OHIO DIVISION OF EMERGENCY MEDICAL SERVICES SIGNATURE X	DATE
---	------

GRANT AWARD AMOUNT	PRIORITY 1 PRINCIPLE GRANT \$ _____
	ECONOMIC HARDSHIP \$ _____ BOARD PRIORITY \$ _____

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 June 30th, of the grant cycle.
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 an Award Letter, labeled Exhibit 2, attached. The award letter will be mailed upon approval of the grant awards by the EMFTS Board. The award letter defines the grant period and informs the grantee of the grant amount. This award letter is made part of this Agreement and incorporated by reference as if fully rewritten.
 - 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. **Reimbursement requests must include the following: a completed Training and Equipment / List Expenditures request form, invoice of purchase, AND if request is for training, proof of payment to school or individual, and names of all students attending the course. Submissions can be made by 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

Or complete the electronic expenditure form and mail or fax the paid invoice to the above address.

- 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. No later than June 30th, of the grant cycle, the Grantee must submit to the Division a paid invoice for such training and equipment purchased within sixty (60) days from the date of invoice. If the Grantee fails to reconcile the awarded funding in its entirety by June 30th, of the grant 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.

Exhibit 2

Agency ID#: _____ County: _____ Tax ID#: _____	Ohio Division of EMS Notice of Grant Award _____ Award Year July 1, _____
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Grant Description	Award Amount
Priority 1 (Training and Equipment)	\$ 0.00

This notification indicates your Training and Equipment Grant (Priority 1) grant application has been approved and selected for funding by the Ohio EMFTS Board. The award amount indicates the total funding available for the purchase of training and equipment awarded under the application agreement. This notification supersedes all other notification of grant awards.

All funds will be mailed through a reimbursement process. Grantees may submit invoices for reimbursement as frequently as once a month. Grantees needing funds in advance should complete the Agency Hardship Application available at www.ems.ohio.gov and fax the form to (614) 351-6006. **Failure to use all of the awarded funds within the award period of July 1st to June 30th of the awarded grant cycle will result in a reduced grant award in a subsequent year.**

All invoices for training and equipment must be reported utilizing the "Training and Equipment List / Expenditures" form. To access a hard copy of this report or to report online go to www.ems.ohio.gov click on grants, and then click on the Training and Equipment List / Expenditures Form. Follow directions for completing this form and mail copies of invoices to the Ohio Division of EMS or fax to (614) 351-6006. Purchases may also be reported online at the Division's Web site by accessing the section entitled, Reporting Training and Equipment Grant Expenditures. Contact the Ohio Division of EMS at (800) 233-0785 if you have questions regarding this award notice.

Guidelines for the purchase of training and equipment:

- 1) All grant funds can only be used for those items listed on the Training and Equipment List / Expenditures Form as approved by the EMFTS Board.
- 2) No later than June 30th of the grant cycle, the applicant must submit to the Division of EMS, paid invoices for equipment and training purchased within sixty (60) days from date on invoice. Any invoices not in the applicant agencies name, must be accompanied by agency proof of payment.
- 3) Any applicant who fails to spend the grant funds in its entirety by June 30th of the grant cycle will forfeit any funds remaining. Any agency that purchases items not approved by the EMFTS Board will not receive reimbursement for those items.
- 4) Purchases for software and hardware for the purpose of reporting to EMSIRS are limited to \$1,500.00 annually.
- 5) Continuing education (CE) courses must be acceptable as meeting requirements for certification renewal in order to be considered for reimbursement. Subscriptions for education programs / services are not eligible for reimbursement.
- 6) **Only accredited or approved CE training programs may purchase training equipment.**