

**STATE OF MINNESOTA**  
**REIMBURSEMENT CONTRACT**  
For  
**Ebola Reimbursement Grant Appropriation**

This Reimbursement Contract ("Contract") is by and between the **State of Minnesota**, acting through its **Emergency Medical Services Regulatory Board ("EMSRB")**, 2829 University Avenue Southeast, Suite 310, Minneapolis, Minnesota 55414 ("State") and [**Ambulance Service name including entity type**] ("Grantee") for distribution of funds under [Ch. 3 S.F.No. 174 Sec. 7\(b\)5](#).

**Recitals**

1. Under [Minn. Stat. § 144E.05](#) the State is empowered to enter into this Contract.
2. Beginning in July 1, 2014, the State of Minnesota was in need of emergency medical service providers to obtain and maintain a state of readiness with respect to the public health threat posed by Ebola.
3. Beginning in July 1, 2014, the Grantee incurred extraordinary costs directly attributed to maintaining a state of readiness with respect to the public health threat posed by Ebola. Through legislative action [Ch. 3 S.F.No. 174 Sec. 7\(b\)5](#) the State has appropriated \$148,000.00 to the EMSRB for service providers who can demonstrate extraordinary costs directly attributable to maintaining a state of readiness with respect to the public health threat posed by Ebola.
4. This appropriation is available for expenditures incurred by emergency medical service providers between July 1, 2014 and June 30, 2015.
5. The Grantee represents that it is duly qualified and has performed all duties described in this Contract to the satisfaction of the State.

**Reimbursement Contract**

**1 Term of Reimbursement Contract**

- 1.1 **Effective Date:** The Grant is a one-time appropriation that reimburses expenses incurred by the Grantee between July 1, 2014 and June 30, 2015. No payments will be made until the State obtains all required signatures under [Minn. Stat. § 16B.98, Subd. 5](#). **No payments will be made to the Grantee until this contract is fully executed.**
- 1.2 **Expiration Date:** June 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this Contract: (8) Liability; (9) State Audits; (10) Government Data Practices and Intellectual Property; (12) Publicity and Endorsement; (13) Governing Law, Jurisdiction, and Venue; and (15) Data Disclosure.

## 2 Grantee's Duties

The Grantee, who is not a state employee, incurred the expenses specified in Grantee's Reimbursement Request which is attached hereto and incorporated herein by reference as Exhibit A.

## 3 Time

The Grantee must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

## 4 Consideration and Payment

4.1 *Consideration:* The State will pay the Grantee under this Contract as follows:

- a. *Compensation:* The Grantee will be paid on a reimbursement basis for extraordinary costs directly attributable to maintaining a state of readiness with respect to the public health threat posed by Ebola and detailed in Exhibit A.
- b. *Travel Expenses:* Reimbursement for travel and subsistence expenses incurred will be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota. Minnesota will be considered the home state for determining whether travel is out-of-state.
- c. *Total Obligation:* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant reimbursement will not exceed (**\$Amount the grantee is awarded\$.**)

4.2. *Payment*

- a. *Process:* The State will pay the Grantee after the Grantee (1) submits to the State an itemized invoice for expenses incurred that are directly attributable to maintaining a state of readiness with respect to the public health threat posed by Ebola; and (2) the State's Representative to Monitor the reimbursement accepts the invoices. Invoices must be submitted to the State with the Request for Reimbursement and must be accompanied by documentation as specified by the State.
- b. *Submission of Invoices:* Invoices submitted to the State must be accompanied by supporting documentation, such as purchase orders, receipts, travel vouchers, and payroll records that substantiate all expenditures claimed on the invoice. Invoices shall be submitted with the Request for Reimbursement (RFR) and are attached hereto as Exhibit B and incorporated herein by reference.

## 5 Conditions of Payment

- 5.1 ***Invoiced Amounts Paid when Funds are Available:*** Depending on funds available in the designated account, invoices may not be paid in full; funds available must be present in order for the State to make payments. If revenues fall short of predictions, only the actual amount in the account will be available for payments to the Grantee.
- 5.2 ***Duties Must be Performed Satisfactorily:*** All services provided by the Grantee under this Contract must have been performed to the State's satisfaction, as determined at the sole discretion of the State, and in accordance with all applicable federal, State, and local laws, ordinances, rules and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local laws, ordinances, rules, and regulations.
- 5.3 ***Costs Not Included in Exhibit A:*** The Grantee shall not seek, nor shall the State pay, compensation to the Grantee for any indirect, overhead, lobbying costs to affect legislation, or administrative costs.

## 6 Authorized Representatives

- 6.1 ***State's Authorized Representative:*** The State's Authorized Representative for executing this contract and/or amendments is Tony Spector, Executive Director, Minnesota EMS Regulatory Board, 2829 University Avenue Southeast, Suite 310, Minneapolis, Minnesota 55414, (651) 201-2806, [tony.spector@state.mn.us](mailto:tony.spector@state.mn.us), or his successor.
- 6.2 ***State's Representative to Monitor the Grant:*** The State's Representative for management of the grant is Christopher L. Popp, Compliance Supervisor, Minnesota EMS Regulatory Board, 2829 University Avenue Southeast, Suite 310, Minneapolis, Minnesota 55414, (651) 201-2808, [christopher.popp@state.mn.us](mailto:christopher.popp@state.mn.us), or his successor, and possesses the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Contract.
- 6.3 ***Grantee's Authorized Representative:*** The Grantee's Authorized Representative is (Insert Name, address, phone and email). If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## 7 Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1 ***Assignment:*** The Grantee may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State's Authorized Representative.
- 7.2 ***Amendments:*** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the State's Authorized Representative and the Grantee's Authorized Representative.
- 7.3 ***Waiver:*** If the State fails to enforce any provision of this Contract, that failure does not waive the provision or the State's right to enforce it.
- 7.4 ***Grant Contract Complete:*** This Contract contains all negotiations and agreements by and between the State and the Grantee. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

## 8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Contract.

## 9 **State Audits:**

As required by [Minn. Stat. § 16B.98, Subd. 8](#) the books, records, documents and accounting procedures, and practices of the Grantee or other party relevant to this Contract, shall be subject to examination by the EMSRB, the Legislative Auditor, and the State Auditor for a minimum of six (6) years from the end of this Contract, receipt and approval of final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Records shall be sufficient to reflect all costs incurred in the performance of this grant project. Grantee also agrees to make all its financial records related to the grant project and Contract available to the State upon request during normal working hours.

## 10 **Government Data Practices and Open Meeting Law**

10.1 ***Government Data Practices:*** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Contract. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

10.2 ***Data Requests:*** If the Grantee receives a request to release the data relating to this Contract, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.3 ***Open Meeting Law:*** The Grantee agrees to abide by the provisions of the Minnesota Open Meeting Law as provided in [Minn. Stat. Ch. 13D](#).

## 11 **Publicity and Endorsement**

11.1 ***Publicity:*** Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

11.2 ***Endorsement:*** The Grantee must not claim that the State endorses Grantee's products or services, and the Grantee understands that the State is not endorsing Grantee's products or services.

## **12 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **13 Termination**

- 13.1 ***Termination by the State:*** The State may at any time terminate this Contract with or without cause, upon thirty (30) days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2 ***Termination for Cause:*** The State may terminate this Contract if the State finds that there has been a failure by the Grantee to comply with the provisions of this Contract, or if reasonable progress towards the goals of Exhibit A have not been made or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 13.3 ***Termination for Funding:*** The State may immediately terminate this grant contract if:
- a. ***Funding Not Obtained:*** the State does not obtain funding from the Minnesota Legislature or the funds are reduced or eliminated. Termination must be by written notice to the Grantee; or
  - b. ***Funding Insufficient:*** if funding cannot be continued at a level sufficient to allow for the payment of the services covered herein. Termination must be made by written notice to the Grantee. The State is not obligated to pay for any services provided by Grantee after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services deemed by the State to have been satisfactorily performed, to the extent that funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **14 Data Disclosure**

Under [Minn. Stat. § 270C.65, Subd. 3](#), and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

## **15 Other Provisions**

- 15.1 ***Evaluation:*** The State reserves the right to request additional information from the Grantee related to the execution of this Contract. Grantee understands its obligation to promptly honor such a request by the State.
- 15.2 ***Compliance with ADA:*** In fulfilling the duties and responsibilities of the Contract, the Grantee shall comply with the Americans with Disabilities Act of 1990, [42 U.S.C. 12101, et. Seq.](#) and the regulations promulgated pursuant to it.
- 15.3 ***Prohibited from Paying Fines or Penalties:*** The Grantee is prohibited from using grant funds to pay fines and penalties.
- 15.4 ***Electronic mail is an Appropriate Communication Format for Written Notice:*** For purposes of this Contract, communication via electronic mail sent to the Grantee's or the State's last known electronic mail address on file is an acceptable communication format for the Grantee or the State to provide written notice.

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s): \_\_\_\_\_

**GRANTEE**

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

Grantee: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE AGENCY**

Agency: ***Emergency Medical Services Regulatory Board (EMSRB)***

Signed: \_\_\_\_\_  
(With Delegated Authority)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_