

## **Assurances**

By signing the application coversheet and submitting it to the State, the applicant certifies they have read all application documents (including any revised documents) and agree to comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein, and all others as applicable.

### **1. Term of Grant**

#### **1.1 Effective Date**

The Grantee must not begin work until all required signatures have been obtained; an official Grant Award Notification (GAN) has been issued; the State's Authorized Representative has notified the Grantee that work may commence. If the State determines an exception to this is necessary, the State's Authorized Representative will notify the Grantee in writing.

#### **1.2 Survival of Terms**

The following clauses survive the expiration or cancellation of this grant award: Audits; Liability; Intellectual Property Rights; Publicity and Endorsement; Government Data Practices; Data Disclosure; and Governing Law, Jurisdiction and Venue.

### **2. Specifications and Use of Funds**

The Grantee shall comply with all applicable grants management policies and procedures, set forth through [Minnesota Statutes § 16B.97, subd. 4\(a\)](#) and requirements in [Minnesota Statutes § 16B.98](#) and [Minnesota Statutes § 16B.981](#)

The use of funds shall be limited to that portion identified in the application materials and the attached application and by any applicable state or federal laws. Funds should support the purpose and activities approved in the application. Funds must not be used to cover expenses for individuals who:

- Are no longer making adequate progress toward EMT certification,
- Have already become certified as EMTs, or
- Are no longer eligible to obtain EMT certification.

If an individual is deemed ineligible for certification or is removed from the program due to insufficient progress, grant funds may not be used to support that individual's re-enrollment or participation in the program a second time during the grant period.

## 2.1 Reporting

The Grantee, in the conduct of activities under a grant award, shall submit such reports as may be required by instructions of the State within the times required by it. Pursuant to the [Office of Grants Management Policy 08-09: Policy on Grant Progress Reports](#), the State will not issue payment on grants with past due progress reports and reserves the right to withhold funding if other reporting requirements are not met.

The Grantee shall present reports to the State's Authorized Representative. At the State's discretion, these reports may be presented at departmental, legislative, other state agency, or public meetings where the grantee shall be available to explain the project and respond to questions.

## 2.2 Allowability of Costs

The allowability of costs for funding incurred under this award shall be determined in accordance with the approved budget, as well as:

- A. An ambulance service must use grant money awarded under this section only for one or more of the following:
  - a. tuition for employees attending an emergency medical technician (EMT) education program approved by the director;
  - b. employee examination fees for EMT certification;
  - c. fees for background studies for new EMT employees; and
  - d. incurred wage and benefit costs of employees while attending an EMT education program or program-related activities. Wage and benefit costs under this clause must be commensurate with the wages and benefits the ambulance service provides to an entry-level EMT and must not exceed \$26 per hour.

For all funds, no claim for materials purchased in excess of budget categories or program services not specifically provided for in this award by the grantee will be allowed by the State unless first approved in writing by the State. Such approval shall be a modification of an award. There may be additional limitations on allowable costs, which shall be noted in the award.

## 3. Time

In the performance of this grant, time is of the essence and failure to meet a deadline may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Award Notification and Application. The grantee must comply with the time requirements described in the application and grant award notification and inform the grantor of any potential long-term delays or changes affecting those timelines.

## **4. Consideration and Terms of Payment**

The consideration for all services performed by the Grantee pursuant to a Grant Award Notification shall be paid by the State as follows:

### **4.1 Compensation**

The total obligation of the State under a Grant Award Notification, including all compensation and reimbursements, shall not exceed the amounts specified in the approved budget, which will be attached and incorporated into any Grant Award Notification.

### **4.2 Administrative Costs**

Administrative costs are not an allowable expense.

### **4.3 Travel Expenses**

Reimbursement for travel and subsistence expenses are not allowable expenses.

### **4.4 Invoices**

Payments under the performance of a Grant Award Notification and Application will be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the schedule attached and incorporated into any Grant Award Notification.

### **4.5 Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

## **5. Conditions of Payment**

All services provided by the Grantee under any Grant Award Notification must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative 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 law.

## 6. Contracting and Bidding Requirements:

### Municipalities

Grantees that are political subdivisions or municipalities must use these guidelines:

- A. Municipalities are required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#).
- B. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41](#) through [177.50](#), as applicable.
- C. Municipalities and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#)
- D. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

### Nongovernmental entities

Grantees that are nongovernmental entities must use these guidelines:

- A. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- B. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) written quotes or bids or awarded to a targeted vendor.
- C. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) written quotes or bids or awarded to a targeted vendor.
- D. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
  - b. [Metropolitan Council Underutilized Business Program](#)
  - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
- E. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

- F. The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
- G. Notwithstanding the above, the State may waive bidding process requirements when:
  - a. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
  - b. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.
- H. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
- I. The grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#)

## **7. Authorized Representatives Grantee's Grant Program Representative**

The applicant's Authorized Representative will be named on the Grant Award Notification (GAN) or other award information. If the Grantee's Authorized Representative changes at any time during the grant award period, the Grantee must immediately notify the state.

The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

## **8. Assignment, Amendments**

### **8.1 Assignment**

The Grantee may neither assign nor transfer any rights or obligations under this grant award without the prior written consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

### **8.2 Amendments.**

Any amendment to a Grant Award Notification and Application must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Award Notification and Application, or their successors in office.

## 9. Subcontracting and Subcontract Payment

- 9.1** A subrecipient is a person or entity that has been awarded a portion of the work authorized by a Grant Award Notification and Application by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work for the GAN and Application.
- 9.2** The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 9.3** During a grant award period, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used.
- 9.4** No sub agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Award Notification and Application.
- 9.5** The Grantee must pay any subcontractor in accordance with [Minnesota Statutes § 16A.1245](#).
- 9.6** The Grantee and any subrecipients must not contract with vendors who are [suspended or debarred by the State of Minnesota or the federal](#) government.

## 10. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorneys' fees incurred by the State, arising from the performance of a grant award by the Grantee or the Grantee's agents or employees. This clause shall not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under a Grant Award Notification and Application.

## 11. Audits

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the grantee's books, records, document, and accounting procedures and practices relevant to a grant award are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

## **12. Government Data Practices and Intellectual Property Rights**

### **12.1 Government Data Practices.**

The Grantee and the State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#), as it applies to all data provided by the state under the grant, and as it applies to all data created collected, received, stored, used, maintained or disseminated by the grantee under the award. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this paragraph by either the grantee or the state.

If the Grantee receives a request to release the data referred to in this clause, 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.

## **13. Worker's Compensation**

The Grantee certifies that it is in compliance with [Minnesota Statutes § 176.181, Subd. 2](#), pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **14. Governing Law, Jurisdiction and Venue**

Venue for all legal proceedings arising out of a grant award, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **15. Termination**

### **15.1 Termination by the State.**

#### **A. Without Cause.**

The State may terminate this grant without cause, upon 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.

#### **B. With Cause:**

The State may immediately terminate a grant award if the State finds that there has been a failure to comply with the provisions of this grant, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been 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.

## **15.2 Termination by the Commissioner of Administration**

The Commissioner of Administration may immediately and unilaterally cancel this grant if further performance would not serve agency purposes or performance under the grant award is not in the best interest of the State.

## **15.3 Termination for Insufficient Funding**

The State may immediately terminate a grant if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Award Notification and Application. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under a grant award without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Award Notification and Application. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Award Notification and Application may resume.

The State will not be assessed any penalty if the grant is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

**Additional termination language may be negotiated on a case-by-case basis as determined by the agency and assistant attorney general or agency legal and financial division consultation.**

## **16. Publicity and Endorsement**

### **16.1 Publicity.**

Any publicity pertaining to the services resulting from a Grant Award Notification and Application shall identify the State as the sponsoring agency. Publicity includes but is not limited to websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.



## 16.2 Endorsement.

The Grantee must not claim that the State endorses its products or services.

## 17. Data Disclosure

Under [Minnesota Statutes § 270C.65, Subd. 3](#), and other applicable laws, Grantee consents to disclosure of its social security number, federal employer tax identification number, 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.

## 18. Affirmative Action and Nondiscrimination

- 18.1** The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per [Minnesota Statutes § 363A.02](#). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- 18.2** The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, Part [5000.3500](#).
- 18.3** The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

## 19. Conflict of Interest

In accordance with the [Minnesota Office of Grants Management Policy 08-01: Grants Conflict of Interest](#), the grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. Grantees will maintain and implement written standards of conduct covering conflicts of interest.

## 20. Voter Registration

The grantee will comply with [Minnesota Statutes § 201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

## 21. Financial and Grantee Capacity Review

[Minnesota Statutes § 16B.981](#) and [OGM Policy 08-06: Preaward Risk Assessment of Potential Grantees](#) requires that a preaward risk assessment is conducted for grant awards of \$50,000 or more. All grantees as defined in [Minnesota Statutes § 16B.981 Subd. 1 \(c\)](#) applying for grants in the state of Minnesota must undergo a financial and operational capacity review prior to a grant award of \$50,000 and higher. Granting agencies will request, review, and analyze information, including the Exhibits C-H of this Application, as applicable. For grants less than \$50,000, applicants may be required to submit financial, capacity, and internal control documents prior to a grant award based on state or federal requirements.

## 22. Other Provisions

- Grantees will submit reports and comply with the terms as outlined in the Grant Award Notification (GAN)

# Coversheet

## Ambulance Service Training and Staffing Grant – Earn While You Learn

### Applicant Information

Legal name of applicant organization:

Total grant request:

List the county or counties to be served:

### Official with Authority (must sign coversheet with verified e-signature or wet signature)

Name of official with authority to sign:

Title:

Phone number:

Email:

### Identification Number

Minnesota Swift Vendor ID number:

### Primary Program Contact (main point of contact for the grant)

Name of Program Contact:

Title:

Address:

City, State, and Zip Code:

Phone number:

Email:

**Business Manager** (finance contact)

Name of Business Manager:

Title:

Phone number:

Email:


**Signature**

Signature:	Title:
Print Name:	Date:

I certify I have read the application (narrative, assurances, budget and supplemental documents, if applicable) and will comply with the approved application and assurances herein and additional state, local, federal regulations, and policies that apply to my organization. The submission of inaccurate or misleading information may be grounds for disqualification from the grant award and may subject me and my organization to suspension or debarment proceedings, as well as other remedies available to the State, by law.