

**Virginia Office of Emergency Medical Services  
Virginia Department of Health**

Authorized Agent Initials: \_\_\_\_\_

**OEMS Grant Program  
Memorandum of Agreement**

**Complete and return whole document (3 pages) via mail or fax, OEMS will sign and send back to the awarded agency. Please keep a copy of this document for your records.**

As a grantee under the terms of the Office of the Emergency Medical Services (OEMS), Financial Assistance for Emergency Medical Services (EMS) Grant Program, known as the Rescue Squad Assistance Fund (RSAF), the undersigned hereby agrees to abide and comply by the following requirements, per *Virginia Emergency Medical Services Regulations* 12VAC5-31 Part VIII Financial Assistance for Emergency Medical Services:

**1. Responsibilities of the Grantee:**

- Grantee shall not discriminate in the provisions of its services or in the conduct of its business affairs on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law. By accepting this grant, the grantee certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act.
- Grantee must comply with Part VIII Financial Assistance for Emergency Medical Services regulations. The grantee shall be responsible for ensuring that item(s) purchased in whole or in part with the use of state moneys comply with these regulations.
- Grantee shall be responsible for the preparation and maintenance of proper accounting records that shall be maintained for a period six (6) years from the end of the grant period. These records shall be subject to and available for inspection by this agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- Grantee shall continue to provide services to the citizens and community served within the Commonwealth that meet the goals and objectives of the Code of Virginia §32.1-111.3 in developing a comprehensive, coordinated, statewide emergency medical care system.
- Grantee shall meet the requirements pursuant to the Code of Virginia §32.1-111.12, "No moneys shall be disbursed directly to any rescue squad or other emergency medical services organization unless such squad or organization operates on a nonprofit basis exclusively for the benefit of the general public."

**2. Use of Funds:**

- Funds must be used only for the specific items, service, or programs for which they were awarded, including any conditions placed upon a grant award. Should any audit reveal that funds were disbursed for item(s) not awarded funding, the grantee shall be held responsible for repayment, subject to possible enforcement actions under the Virginia Administrative Code or criminal prosecution.
- By signing this "Memorandum of Agreement" form the grantee attests that the award funds will be used as granted and meets all conditions placed upon the award.
- Sale, trade, transfer, or disposal, within five (5) years of vehicles or items specified by OEMS in the notice of award purchased in whole or in part with the use of state monies requires prior approval by OEMS. The date of the invoice submitted by the grantee determines the start date of the five year period.
- Funds must not be used for expenditures or commitments made before the date of the grant award or after the conclusion of the grant period. Grant periods conclude on either June 30 or December 31.
- Funds returned to localities under the *Code of Virginia* §46.2-694 and provided to the grantee cannot be used as the matching share of any grants pursuant to §46.2-694.
- Funds will not be approved or disbursed for:
  - Leased equipment or vehicles

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- Equipment or vehicles secured by a lien,
  - Guarantees or warranties,
  - Used equipment or vehicles without prior approval, or
  - Fire suppression apparatus or law-enforcement equipment.

**3. Ownership:**

- The title for all equipment, including EMS vehicles, shall be in the name of the organization to which the award has been made or in the name of the local jurisdiction or government entity in which the organization is located. This requirement shall apply to the ownership of equipment purchased in whole or in part with the use of these funds.

**4. Improper Expenditures:**

- An audit revealing expenditures not permitted by the conditions of the award will result in the grantee being required to reimburse OEMS on any funds received.
- A grantee providing false, misleading or improper information to OEMS will be ineligible for future grants for a period of five (5) years and may be subject to additional investigation and enforcement by OEMS and/or criminal prosecution.

**5. Modification of an Award:**

- Any changes of the award shall be permitted only by modification of the award.
  - The grantee must request in writing the specific modifications desired and the reasons and circumstances necessitating such a request to OEMS and granted prior to the purchasing of the equipment and/or the commencing of the courses/classes stated in the request.
  - OEMS may modify, approve or deny the request for modification.

**6. Award Requirements:**

- Grants awarded under RSAF are required to submit an Equipment Status/Final Report Form to OEMS no later than sixty (60) days after the end of the grant period.
- Grant awards for any vehicle or equipment must display the OEMS decal noting that funding was provided by OEMS.
  - The decal for the vehicle is to be displayed on the rear window on the inside of the vehicle easily seen by the public.
- All agencies must be compliant with OEMS approved submission for EMS data including the minimum dataset and in the prescribed technical format as required by *Virginia Code* §32.1-116.1.
- Any materials produced in whole or in part with state funds, shall contain the following statement: "Funding for this project provided by the Virginia Department of Health, Office of Emergency Medical Services."
- OEMS reserves the right to reproduce any funded projects for state-wide use. All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions developed in the performance of awarded state funds shall become the sole property of the Commonwealth. On request, the grantee shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the awarded state funds.
- Grantee must provide OEMS with a copy of the completed project as requested, such as print materials or video.

**MEMORANDUM OF AGREEMENT**

I, as the Authorized Agent, affirm that the grantee agrees to abide by all items listed in the Memorandum of Agreement, and by signing below attests to this fact.

Any fraudulent submissions for payment (or misrepresentations of any kind) may be considered sufficient cause for grant revocation, repayment and possible prosecution of both the Grantee and the Authorized Agent, whose name appears below.

Furthermore, I acknowledge that specific grant conditions may have been placed upon this grant award and that these conditions must be met in order to receive the grant funds.

<b>Name of Grantee (Agency)</b>	
<b>Name and Title of Authorized Agent</b>	
<b>Daytime Phone No.</b>	
<b>E-mail address (required)</b>	
<b>Signature of Authorized Agent</b>	
<b>Federal Identification Number (FIN)</b>	
<b>Grant Number</b>	
<b>Date</b>	

***Bottom Portion for OEMS USE ONLY***

<b>Virginia Department of Health</b>	Gary R. Brown, Director, Office of Emergency Medical Services
<b>Name and Title of Authorized Official</b>	
<b>Date</b>	