

MIEMSS RADIO COST REIMBURSEMENT GRANT AGREEMENT

EMS COMPANY

This Agreement, entered into effective the date of the last signature, between the Maryland Institute for Emergency Medical Services Systems (“MIEMSS”) located at The Murphy Building, 653 West Pratt Street, Baltimore, Maryland 21201 and [NAME OF EMS COMPANY HERE] (the “Association”) located at _____ is subject to the terms and conditions set forth below.

- 1 Effective on the date of this agreement, MIEMSS is extending to the Association a grant (the “Grant”) as follows:
 - A. [\$1300 x number of ambulances/support vehicles] which shall be used to reimburse the Association for the purchase and installation of [number of radios] mobile radios and supporting materials which meet the following specifications [and which replace a MIEMSS provided Standard Gx3000, Midland or Kenwood TK 830. This grant cannot be used to replace a Kenwood TK 890.] Each mobile radio must be programmed with the MIEMSS approved channel template and installed in a public safety ambulance or support vehicle by a qualified two-way radio dealer in accordance with industry standards without modification and in a manner which affords easy access for maintenance, testing, and repair:
 - i Motorola AAM25RKF9DP6AN CDM1550 UHF Mobile Radio Package, Assembled, Programmed with 80 MED channels and delivered;
 - ii RSN4001A External 13 Watt Speaker;
 - iii HKN9327BR Ignition Switch Cable;
 - iv HLN9242A Connector 16 pin; and
 - v Accessory Kit
 - B. [\$1300 x number of ambulances/support vehicles] which shall be used to reimburse the Association for the purchase and installation of [number of radios] portable radios and supporting materials which meet the following specifications [and which replace a MIEMSS provided Motorola MT 1000 or a Kenwood TK 330. This grant cannot be used to replace a Kenwood TK 390 portable.] Each portable radio must be programmed with the MIEMSS approved channel template:
 - i Kenwood TK-390K portable radio;
 - ii KRA-15 antenna;
 - iii KNB-17A battery; and
 - iv KVC-5A Vehicular DC charger

2. In order to receive payment of the grant amount, the Association must provide MIEMSS with a copy of the invoice for the purchase of _____ and a letter on Association letterhead requesting reimbursement. The letter shall include the Association's Federal I.D. number and correct address, and shall be mailed to Sherry Alban, Director of Finance, Maryland Institute for Emergency Medical Services Systems, 653 West Pratt Street, Baltimore, Maryland 21201. All purchases from the FY 2012 Radio Grant Program must be completed by May 15, 2012. All invoices for MIEMSS reimbursements must be received by May 22, 2012.
3. Any expenditure of Grant funds that is not consistent with the purposes stated in paragraph 1, may, in the unfettered judgment of MIEMSS, be disqualified. Should any expenditure be disqualified or should the Association violate any of the terms of this Agreement, MIEMSS may require repayment to the Maryland Emergency Medical System Operations Fund (the "EMS Fund"), an offset from any State grant to the Association in the current or succeeding fiscal year, and/or take other appropriate action. The Association shall repay to the EMS Fund any part of the Grant which is not used for the purposes stated in paragraph 1 within 2 years after the effective date of this Agreement.
4. Radios purchased in whole or in part with this Grant shall be maintained by the Association to FCC standards and shall not be modified in any fashion from the original manufacture. The radio shall be programmed using the MIEMSS communications frequency template. If such a radio requires repair and has not been abused or modified, it is eligible to be swapped for a radio of similar value from the MIEMSS Communications Department.
5. The Association may not sell, lease, exchange give away or otherwise transfer or dispose of real or personal property or any part of or interest in real or personal property acquired with Grant funds without the prior written consent of MIEMSS. The Association shall give MIEMSS written notice at least 30 days before any such proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the EMS Fund a percentage of that portion of the Grant attributable to the particular real or personal property transferred or disposed of, unless MIEMSS and the Association agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1). MIEMSS shall have the right to make any elections available in connection with that computation.
6. The Association may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or any other

characteristic forbidden as a basis for discrimination by applicable laws. The Association hereby certifies that its Constitution or By-Laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.

7. The person executing this Agreement on behalf of the Association certifies, to the best of that person's knowledge and belief, that:
 - A. Neither the Association, nor any of its officers or directors, nor any employee of the Association involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Association's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy under the laws of the United States or any state;
 - B. The Association has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Association, to solicit or secure this Grant or this Agreement, and the Association has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;
 - C. The Association, if incorporated, is registered or qualified in accordance with the Maryland Code, Corporations and Associations Article, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Employment Security Administration, and has paid or arranged for the payment of all taxes due the State;
 - D. No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant; and
 - E. Neither the Association, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Association, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations.
8. On or before September 1, 2012, the Association shall provide to MIEMSS an itemized statement of expenditures, showing how the funds under this agreement were expended verified by an officer of the Association. The Association shall

retain bills of sale, records and other satisfactory evidence of the acquisition, maintenance and retention of any real or personal property for at least 3 years after the date of this Agreement. MIEMSS, the Maryland Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period. The Association shall notify MIEMSS within 30 days if for any reason the Association is unable to use all or part of the funds extended under Item 1 above so that the funds may be allocated to other EMS providers requesting funds for the purchase of radios or returned to the EMS Fund.

9. The law of Maryland shall govern this Agreement.
10. This Agreement shall bind the respective successors and assigns of the parties.
11. The Association may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of MIEMSS.
12. No amendment to this agreement is binding unless it is in writing and signed by the parties.
13. Unless otherwise terminated hereunder, this Agreement shall terminate twenty years from the effective date or when the radio which is the subject of this Agreement and all swapped replacements are taken out of service.
14. MIEMSS obligations under this Agreement are subject to, limited by, and contingent upon the appropriation, availability, and budgeting of funds to support the MIEMSS Radio Cost Reimbursement Grant program and this Agreement.
15. The provisions of this Agreement which by their nature extend beyond termination of this Agreement shall survive termination of this Agreement.
16. The individual executing this agreement on behalf of the Association represents that he or she is authorized by the Association to do so.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

Witness or Attest:

The [NAME OF EMS COMPANY
HERE]

Signature

By: _____
Signature

Printed Name

By: _____
Printed Name

Title: _____

Title: _____

The Maryland Institute for Emergency
Medical Services
Systems

By: _____
Robert R. Bass, M.D.
Executive Director

Approved as to form and legal sufficiency this _____ day of _____, 200_

Assistant Attorney General