

**METROPOLITAN EMERGENCY SERVICES BOARD  
2099 UNIVERSITY AVENUE WEST  
SAINT PAUL, MINNESOTA 55104-3431**

**Opiate Antagonists Subgrant Agreement**

**THIS AGREEMENT** is entered into between the METROPOLITAN EMERGENCY SERVICES BOARD, Metro Region EMS, 2099 University Ave. W., Saint Paul, MN 55104 ("MESB"), and City of St Paul ("Subgrantee").

**RECITALS**

**WHEREAS**, 2015 Minn. Laws, Ch. 71, Art. 14, Sec. 3, Subd. 2, appropriated funds to the Commissioner of Health for grants to Minnesota's eight regional emergency medical services programs to purchase opiate antagonists and educate and train "emergency medical services persons," as defined in Minn. Stat. Sec. 144.7401, Subd. 4, clauses (1) and (2), ("Eligible First Responders"), in the use of these antagonists in the event of an opiate or heroin overdose; and

**WHEREAS**, the State of Minnesota, acting through its Commissioner of Health (the "State"), entered into the Grant Agreement No. 225582 with the West Central Minnesota EMS Corporation ("WCMEMSC"), effective March 7, 2023 ("Grant Agreement"), to act as the fiscal agent for said grant; and

**WHEREAS**, WCMEMSC, as the fiscal agent under Grant Agreement No. 225582 with the State of Minnesota, entered into a subgrant agreement (the "Subgrant Agreement") with the MESB, effective March 7, 2023 to reimburse for the purchase of opiate antagonists and for education and training of Eligible First Responders in the Metro EMS Region; and

**WHEREAS**, Subgrantee, a first responder agency in the metropolitan region, is qualified to receive these funds as reimbursement for the purchase of opiate antagonists and/or for education or training expenses.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**I. SCOPE OF AGREEMENT AND QUALIFICATIONS**

- A. This Agreement is to provide reimbursement for an opiate antagonist to be administered by an Eligible First Responder and/or for education or training of Eligible First Responders. For the purposes of this Agreement, "opiate antagonist" means naloxone hydrochloride or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of drug overdose.
- B. Subgrantee understands that in order to be eligible for reimbursement of the cost of opiate antagonists it has purchased, it must have satisfied all of the requirements of

Minn. Stat. Sec. 151.37, Subd. 12(a) and (b), and Subgrantee hereby represents that it has fully satisfied said requirements.

- C. Subgrantee shall be reimbursed for the cost of an opiate antagonist it has purchased for the period from March 7, 2023 through September 28, 2024, subject to the limitations set forth in this Agreement.

## II. REGIONAL EMS AUTHORIZED REPRESENTATIVE

The MESB's authorized representative for the purposes of administration of this Agreement is its Regional EMS Coordinator, or such other person as may be designated in writing by the Executive Director of the MESB. Contact information for the MESB's authorized representative is: Greg Hayes, Regional EMS Coordinator, Metropolitan Emergency Services Board, 2099 University Ave. W., Saint Paul, MN 55104, 651-643-8378, [ghayes@emsmn.org](mailto:ghayes@emsmn.org).

## III. REIMBURSEMENT AND METHOD OF PAYMENT

Subgrantee shall submit to the MESB a copy of a detailed invoice and record of payment for the purchase of an opiate antagonist and/or education or training of Eligible First Responders. Upon verification and acceptance by the MESB's Regional EMS Coordinator of each invoice, the MESB will pay Subgrantee the invoiced amount. The MESB's reimbursement obligation is contingent on the MESB receiving grant funds from the WCMEMSC under the Subgrant Agreement, which is further limited to the total amount of grant funds remaining under the Grant Agreement between the State and WCMEMSC upon receipt of an invoice.

**Invoices must be received by the MESB no later than September 28, 2024.**

Reimbursement will be made in a timely manner following receipt of sufficient grant funds by the MESB from the WCMEMSC. The MESB will not expend any of its own funds to reimburse Subgrantee.

## IV. TERM OF AGREEMENT

This Agreement shall be effective March 7, 2023 and shall terminate on September 28, 2024 or until the grant funds have been expended, whichever occurs first.

## V. LIABILITY

Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. Nothing in this clause may be construed as a waiver by either party of any immunities or limitations of liability to which such party may be entitled pursuant to Minn. Stat. Chap. 466, or any other statute or law.

## VI. AUDITS

Under Minn. Stat. Sec. 16C.05, Subd. 5, Subgrantee's books, records, documents, and accounting procedures and practices of Subgrantee, or any other relevant party or transaction, are subject to examination by the MESB, the State, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **VII. DATA PRACTICES**

Pursuant to Minn. Stat. Sec. 13.05, Subd. 11(a), Subgrantee and the MESB must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the MESB under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Subgrantee under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Subgrantee or the MESB.

## **VIII. OWNERSHIP OF MATERIALS**

The State shall own all rights, title and interest in all of the materials conceived or created by the MESB, the WCMEMSC, their employees, or Subgrantee or its employees, either individually or jointly with others, and which arise out of the performance of the Grant Agreement, Subgrant Agreement, or this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("materials").

Subgrantee hereby assigns to the State all rights, title and interest to the materials. Subgrantee shall, upon request of the State, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under the Grant Agreement by the Grantee, its employees or Subgrantee, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the materials, whether in paper, electronic, or other form, shall be remitted to the State by Subgrantee. Subgrantees's employees shall not copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of Subgrantee's obligations under this Agreement without the prior written consent of the MESB.

## **IX. PUBLICITY**

Any publicity given to the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subgrantee or its employees individually or jointly with others, shall identify the Minnesota Department of Health as the sponsoring agency and shall not be released without prior written approval by the Minnesota Department of Health.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

**SUBGRANTEE**

By: 

Title: Fire Chief

Date: 29/03/24

By: 

Title: Finance Director

Date: 27/03/24

By:   
David Hunt (M/128, 20/4 10:58 CD)

Title: City Attorney

Date: 28/03/24

By:   
Jaime Rae Tincher (M/20, 2024 17:11 CD)

Title: Deputy Mayor

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

**METROPOLITAN EMERGENCY SERVICES BOARD**

By:   
Jill Kohret, Executive Director

Date: 4/1/24











# FINAL MESB 2023-2024 NARCAN SUBGRANT with 1st RESPONDER AGENCIES


Final Audit Report

2024-03-29


Created:	2024-03-27
By:	Bridget Hajny (bridget.hajny@ci.stpaul.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6fR8QjgDTzWCC-J3biB9zzKYsnqs_Mdg

## "FINAL MESB 2023-2024 NARCAN SUBGRANT with 1st RESPONDER AGENCIES" History

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-  Document emailed to David Hunt (david.w.hunt@ci.stpaul.mn.us) for signature  
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-  Document emailed to John McCarthy (john.mccarthy@ci.stpaul.mn.us) for signature  
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-  Document e-signed by John McCarthy (john.mccarthy@ci.stpaul.mn.us)  
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 Signer Jaime Tincher (jaime.tincher@ci.stpaul.mn.us) entered name at signing as Jaime Rae Tincher


2024-03-28 - 10:11:13 PM GMT- IP address: 73.242.65.38

 Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)

Signature Date: 2024-03-28 - 10:11:15 PM GMT - Time Source: server- IP address: 73.242.65.38

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 Document e-signed by Butch Inks (barton.inks@ci.stpaul.mn.us)

Signature Date: 2024-03-29 - 12:47:56 PM GMT - Time Source: server- IP address: 156.99.75.2

 Agreement completed.

2024-03-29 - 12:47:56 PM GMT

