Dane County Contract Cover Sheet

Sheriff's Office Security Services Division

Revised 01/2025

Dept./Division

Res 378 significant

Contract #
Admin will assign

15774

Vendor Nam	ne	WI Dept. of He	ealth	Services	MUNIS #	3716	٦	Type of	f Cont	ract
		Authorizing WI						Dane	Count	y Contract
Brief Contract Title/Description		Sheriffs Office to participation in opioid abatement efforts. Funding of \$247,681 is available for a Medication Assisted					Intergovernme		mental	
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Amount		•						Other		
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Name		Lillian Rad			Name			ni R. N		
Phone #		(608) 28			Phone #			266-9		
Email		radivojevich@da			Email		leilanir.nino@	@dhs.wisc	consin.go	V
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APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached					
DOA:	Date In:3/20/25	Date Out:	Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle

Sent: Friday, March 21, 2025 11:37 AM

To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua

Cc: Stavn, Stephanie; Oby, Joe

Subject: Contract #15774

Attachments: 15774.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/21/2025 1:33 PM	Approve: 3/21/2025 1:34 PM
	Rogan, Megan	Read: 3/21/2025 1:24 PM	Approve: 3/21/2025 1:24 PM
	Gault, David	Read: 3/21/2025 2:24 PM	Approve: 3/21/2025 2:27 PM
	Cotillier, Joshua		Approve: 3/21/2025 2:14 PM
	Stavn, Stephanie	Read: 3/24/2025 11:31 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15774
Department: Sheriff

Vendor: WI Dept of Health Services

Contract Description: Accept grant funding for opioid efforts (Res 378)

Contract Term: 7/1/24 – 6/30/26 Contract Amount: \$247,681.00

Thanks much, Michelle

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941

PH: 608/266-4941 Fax: 608/266-4425 TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2024 RES-378

 The Wisconsin Department of Health Services is making funds available for the Sheriff's Office to participation in opioid abatement efforts. Funding of \$247,681, Grant Number 435200-G25-13-50, is available for a Medication Assisted Treatment (MAT) Program including opioid treatment, education, training, community drug disposal programs, and pre-arrest or pre-arraignment deflection for jail residents with opioid use disorders. The term of the grant funding

AUTHORIZING WISCONSIN DEPARTMENT OF HEALTH SERVICES (DHS) GRANT

FUNDING FOR OPIOID ABATEMENT EFFORTS

treatment, education, training, community drug disposal programs, and pre-arrest or pre-arraignment deflection for jail residents with opioid use disorders. The term of the grant funding for \$226,246 is July 1, 2024 through June 30, 2025. In addition, we were awarded \$21,435 which can be used in the 2025-2026 contract year. DHS will allow any unspent funds from the 2024-2025 contract to be carried forward to the next contract. Total of these two will be \$247,681.

Funding shall be used to expand the Medication Assisted Treatment (MAT) Program to make methadone available to jail residents with opioid use disorders onsite within the jail. The goal is to begin inductions this year as well. Jail medical prescribes buprenorphine to patients as they withdraw from opioids to assist in lessening withdrawal symptoms. For patients who are not responsive to buprenorphine, methadone would be an alternative treatment. Through this grant funding, Methadone will be delivered to the jail by an Opioid Treatment Program (OTP) and dosed on-site, in the jail, by medical staff. Providing opioid use disorder treatment access to jail residents on-site decreases the likelihood of withdrawal during incarceration and fatal overdose post-release and, will significantly reduce the need to transport jail residents to an OTP.

Grant funding of \$247,681 shall also support the creation of one (1) FTE deputy position to ensure a dedicated security staff person to supervise the increase of jail resident movement for MAT Medication delivery, assessments, chronic care evaluations and programming. In addition funding will be received for a new .5 FTE nurse practitioner or physician's assistant, provided by the jail medical provider Wellpath, to focus on MAT-related services exclusively.

NOW, THEREFORE BE IT RESOLVED that the Sheriff's Office is hereby authorized to accept \$247,681 from the Wisconsin Department of Health Services, to expand the jail MAT Program; and

BE IT FURTHER RESOLVED that on behalf of the County of Dane, the County Executive is authorized to execute the above referenced grant agreement with the Wisconsin Department of Health Services; and

BE IT FURTHER RESOLVED that \$247,681 is appropriated as additional revenue in the Sheriff's Office, Security Services, Opioid abatement Grant Revenue (SHRFSEC NEW) and is credited to the General Fund: and

46	BE IT FURTHER RESOLVED that \$247,681 is transferred from the General Fund to the
47	following accounts:
48	

SHRFSEC 10009	Salaries and Wages		\$ 67,900
SHRFSEC 10099	Retirement Fund		\$ 10,300
SHRFSEC 10108	Social Security		\$ 5,200
SHRFSEC 10189	Workers Compensation		\$ 1,620
		Subtotal	\$ 85,020
SHRFSEC (NEW)	Opioid Abatement Grant Expense		\$ 162,661
		Total	\$ 247.681

BE IT FURTHER RESOLVED to create one (1) FTE Deputy Sheriff I/II position for the MAT Program starting no sooner than Pay Period 10. Position is contingent upon financial support from the Wisconsin Department of Health Services grant; and

BE IT FINALLY RESOLVED that all unexpended funds and unrecognized revenues from the above referenced account lines are carried forward from 2025 budget period to the 2026 budget period.

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: 435200-G25-13-50

Bureau of Procurement and Contracting (BPC) Review:	
This agreement requires Standard OLC review.	
	Legal Counsel (OLC) approved language
This agreement uses a BPC template with Office of L and does not require Additional OLC review.	Legal Counsel (OLC) approved language
O This agreement uses intergovernmental cooperative p	ourchasing.
Description: N/A	
Office of Legal Counsel (OLC) Review and Approval:	
This agreement has been reviewed for form and apprent Health Services Office of Legal Counsel.	roved by the Wisconsin Department of
Signed by: Amanda Ross Name: Amanda Ross Title: Paralegal	3/11/2025 Date Signed



GRANT AGREEMENT

between the

State of Wisconsin Department of Health Services

and

Dane County Sheriff

for

Opioid Abatement Efforts by Law Enforcement Agencies

DHS Grant Agreement No.: 435200-G25-13-50

Agreement Amount: \$226,246

Agreement Term Period: 7/1/2024 to 6/30/2025

GEARS Pre-Packet No: 29451

DHS Division: Division of Care and Treatment Services

DHS Grant Administrator: Leilani Nino

DHS Telephone: 608-266-9863

DHS Email: Leilanir.Nino@dhs.wisconsin.gov

Grantee Grant Administrator: Jan Tetzlaff

Grantee Telephone: 608-284-6165

Grantee Email: tetzlaff.jan@danesheriff.com Grantee Unique Entity Identifier (UEI) Name: Grantee Unique Entity Identifier (UEI) Number:

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin Department of Health Services	Grantee Entity Name:	0,	
Authorized Representative	Authorized Representative		
Name:	Name: Melissa Agard		
Title:	Title:		
Signature:	Signature:		
Date:	Date:		

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1. **DEFINITIONS**

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Assistance Listings: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, (GSA) at SAM.gov, pursuant to 2 C.F.R. § 200.1.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

- (i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.
- (ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.
- (iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

- 1. The Business Associate Agreement (BAA) if applicable.
- 2. The terms of this Agreement.
- 3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS). DHS' principal business address is: 1 West Wilson Street, Room 850, Madison, Wisconsin 53703.
- B. The Grantee is: Dane County Sheriff
 The Grantee's principal business address is: 210 Martin Luther King Jr Blvd Room 425, Madison, WI, 53703

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement. Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1.

4.1 List of Exhibits

Exhibit 1: Application Exhibit 2: Budget

Exhibit 3: Statement of Work

5. CONTACT INFORMATION

DHS Grant Administrator

Grant Administrator Name: Leilani Nino

Telephone: 608-266-9863

Email: Leilanir.Nino@dhs.wisconsin.gov

Grantee Grant Administrator

Grant Administrator Name: Jan Tetzlaff

Telephone: 608-284-6165

Email: tetzlaff.jan@danesheriff.com

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

- A. All payments will be made as electronic funds transfers (EFT), by the 5th of the month. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries: https://health.wisconsin.gov/cars/GetIndexServlet.
- B. DHS will assign a GEARS agency number to the Grantee.
- C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm.
- D. Unless otherwise defined in the scope of work, the Grantee shall submit expenditures on the form required by DHS to the following email: DHS600RCARS@dhs.wi.gov.
- E. Payments to the Grantee will be made on a monthly basis per the GEARS Processing Dates schedule (https://www.dhs.wisconsin.gov/gears/gears-proc-pymnt.htm) and based on expenditures submitted by the Grantee on the form required by DHS.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If DHS determines that payments were made that exceeded allowable costs, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess within thirty (30) days of the initial notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order. https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Wisconsin Department of Workforce Development (DWD), the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: https://doa.wi.gov/Pages/SBOPForms.aspx.

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at https://www.dhs.wisconsin.gov/civil-rights/requirements.htm or by contacting:

Department of Health Services Civil Rights Compliance Attn: Civil Rights Compliance Officer 1 West Wilson Street, Room 651 P.O. Box 7850 Madison, WI 53707-7850 Telephone: (608) 267-4955 (Voice) 711 or 1-800-947-3529 (TTY)

Fax: (608) 267-1434

Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 18 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

A. *Reporting to DHS*: Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate

- with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
- B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.
- C. Equitable Relief: The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. Liquidated Damages: The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 - 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 - 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA*: The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) <u>F-00759</u>. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

13. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.
- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

14. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission PO Box 7125 Madison, WI 53707-7125 Fax: (608) 264-9319

- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
- B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm).

16. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.

C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

18. AUDITS

- A. Requirement to Have an Audit: Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. Audit Requirements: The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - 2 Code of Federal Regulations (C.F.R.), Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.4 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
 - 1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 - 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).

- 3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
- 4. Report on compliance for each major program and a report on internal control over compliance.
- 5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
- 6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
- 7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
- 8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
- 9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
- *NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.
- E. Audit Due Date: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. Sending the Reporting Package: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. Access to Subrecipient Records: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. Failure to Comply with the Audit Requirements: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 - 1. The auditee did not have an audit.
 - 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 - 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 - 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 - 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions*: DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 - 1. Requiring modified monitoring and/or reporting provisions;
 - 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 - 3. Disallowing the cost of audits that do not meet these standards;

- 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
- 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
- 6. Assessing financial sanctions or penalties;
- 7. Discontinuing contracting with the auditee; and/or
- 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. Closeout Audits: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

20. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under

this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
 - 1. Increased or decreased volume of services.
 - 2. Changes required by state and federal law or regulations or court action.
 - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
 - The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
 - Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
 - Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.

 In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees
 - owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.
- F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
 - 1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 - 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
 - 3. Makes an assignment for the benefit of creditors;
 - 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 - 5. Incurs a delinquent Wisconsin tax liability;
 - 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 - 7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 - 8. Becomes a federally debarred Grantee;
 - 9. Is excluded from federal procurement and non-procurement Agreements;
 - 10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
 - 11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
 - 12. Grantee performance threatens the health or safety of a state employee or state customer.

22. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 - 1. A brief statement of the issue.
 - 2. The steps that have been taken to resolve the dispute.
 - 3. Any suggested resolution by either party.
- B. Division Administrator's Review: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. Secretary's Review: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **45 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

25. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

26. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

28. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

29. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

30. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL (SFLLL) for Disclosure of Lobbying Activities available at: https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities. A completed disclosure must be provided upon Department request.

31. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

32. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

33. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

34. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

- Grantee will provide five Performance Reports (format to be provided by contract administrator) due November 30, 2024, February 28, 2025, May 31, 2025, and August 31, 2025.
- Support the needs of Criminal Justice Involved Person with this funding.
- Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the
 needs of their families, including babies with neonatal abstinence syndrome (NAS) through evidence based or
 evidence-informed programs or strategies.
- Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any cooccurring SUD/HM conditions.
- Support pre-trial services that connect individuals with OUD and any co-occurring SUD/HM conditions to evidence-informed treatment, including MAT, and related services.
- Support treatment and recovery courts that provide evidence-based options for persons with OUD and any cooccurring SUD/MH conditions.
- Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OURD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
- Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies.
- Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies.
- Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies.
- Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies.

36. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

37. FUNDING CONTROLS

Funding Control	Explanation
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
4-month	Payments through Jun 30 of the contract year are limited to 4/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
5-month	Payments through Jun 30 of the contract year are limited to 5/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.

6-month	Payments through Jun 30 of the contract year are limited to 6/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
9-month	Payments through Jun 30 of the contract year are limited to 9/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
N/A	Profile does not require funding control.

38. GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY GEARS PAYMENT INFORMATION

The information below is used by DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2025

Agency #: Agency Name: Agency GEARS GEARS Contract Program Total Contract:

Type: Contract Start End Date:

Date:

13 Dane County 50 7/1/2024 6/30/2025 \$226,246 Sheriff

Profile Profile Profile **Profile Change Profile Total** Funding **Profile Name** Current Controls1 ID# Note Amount **Amount Amount** 533214 **OPIOID** \$226,246 \$226,246 N/A ABATEMENT-LAW ENF \$226,246

¹ See "Funding Controls."

DEPARTMENT OF HEALTH SERVICES

Division of Care and Treatment Services

F-21276C (12/2022)

DCTS ANNUAL GRANT/CONTRACT APPLICATION: CONDENSED Exhibit 1

Use the TAB key to move through this form. Grant/Contract Title (DHS contract administrator to fill-in) Contract Period Date (DHS contract administrator to fill-in) Opioid Abatement Efforts by Law Enforcement Agencies July 1, 2024 6/30/2025 From: Through: Grantee Name - Applicant Agency (as registered with sam.gov, if applicable) Employer Identification Number (FEIN) Universal Entity Identifier (UEI) Dane County Sheriff's Office M7DYJMKQ9MH7 396005684 Street Address City State Zip Code Madison WI 53703 115 West Doty Street Grantee Administrator Name – Grant Contract Coordinator Phone Number **Email Address** Jan Tetzlaff, Captain Security Service Division Tetzlaff.Jan@danesheriff.com 608-284-6165 Street Address City State Zip Code Madison WI 53703 115 West Doty Street Grantee Fiscal Contact Name **Email Address** Phone Number Meg Krohn 608-266-4110 Krohn.Margaret@danecounty.gov Area(s) to be Served Counties and/or Tribes (list all covered by this grant) Dane County, Wisconsin Dane County, Wisconsin Number Served (How many persons will receive services during THIS period, enter N/A if not applicable) Annual Dane County Jail Bookings: 12,000 Annual Bookings indicating OUD: approximately 700-900. Annual Bookings indicating Prior Methadone treatment 90-200 If project will be subcontracted or operated as a consortium, list name, and address of each participating agency (attach additional sheets, if necessary). Agency Name Address State City Zip Wellpath LLC 3340 Perimeter Hill Drive Nashville ΤN 37211 Agency Name Zip Address City State Click here to enter text. Click here to enter text. Click here to enter text. State. Zip. Total Budget Amount Requested (Must match amount on budget template F-01601) Total Dollar Match (If required) \$226,246 \$Click here to enter text. Name/Title - Official Authorized to Commit Applicant Agency to this Contractual Agreement Date Jamie Kuhn, Dane County Executive 9/5/2024 **Email Address of Authorized Official** Phone Number Kuhn.Jamie@danecounty.gov (608) 266-4114

[☑] This application has been approved by the official authorized to commit applicant agency to this contractual agreement.

F-21276C (12/2022)

Agency Name: Dane County Sheriff's Office

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Contract From Through

Period: 7/1/2025 6/30/2025

EXHIBIT 1.1 DESCRIPTION OF DELIVERABLES/DEMONSTRATION OF NEED/CONTRACT PURPOSE/SERVICES TO BE PROVIDED Abstract

Program Description (Contract Administrator- please enter brief, one paragraph description of purpose of grant/contract)

This funding opportunity is for law enforcement agencies working to address the opioid epidemic in Wisconsin. This funding may be used to support the following activities: Medication-assisted treatment education and awareness training, Community drug disposal programs, Treatment for people incarcerated with an opioid use disorder, Pre-arrest or pre-arraignment deflection for people with an opioid use disorder. Activities chosen:

- Treatment for people incarcerated with an opioid use disorder.
- Funding amount: \$226,246
- 1. Provide an overview of the services to be provided and the outcomes or products that will be achieved. (Please limit response to one paragraph)

Funding shall be used to expand the Medication Assisted Treatment (MAT) Program for residents in the Dane County Jail, making Methadone available (in addition to buprenorphine and naltrexone) to jail residents with opioid use disorder. Providing access to all three types of MOUD for jail residents decreases the likelihood of withdrawal during incarceration or fatal overdose post-release. For Dane County, having methadone in the jail will significantly reduce the need to transport jail residents to an Opioid Treatment Program (OTP) while increasing the availability to all eligible jail residents. The program request includes adding provider hours to focus on MAT-related services. This is necessary to address the projected added capacity of participants needing treatment in the facility. We also would like funding for one deputy position to ensure a dedicated security staff person to supervise the increase of jail resident movement for methadone delivery, assessments, chronic care evaluations and programming.

2. Provide summary data identifying needs and purpose in your region. Justify how this contract funding will address those needs. (Please limit response to one to two paragraphs)

Each year over 12,000 people are booked into the Dane County Jail. Of the annual bookings, approximately 24% disclose some type of substance use history, including opioids. In 2023, 718 new bookings were assessed using the Clinical Opioid Withdrawal Scale and placed on observation for withdrawal, this includes individuals who may have reported receiving Methadone treatment in the community. Methadone treatment is currently only available by transporting jail residents to an OTP and only available for a limited number of residents (pregnant, or serious health conditions). Funding to have Methadone available within the jail will significantly reduce the number of conveyances of jail residents. In addition, it will allow the jail to continue Methadone treatment for most of those who received it in the community thereby aiding in their continued recovery upon release from custody. In 2020, there were 138 deaths in Dane County due to drug overdose. 93% of those individuals had an arrest or incarceration history. 40% of those had been incarcerated in jail or prison within one year of their death. By providing and continuing MAT services to jail residents, it may reduce the likelihood that those participants will be an overdose statistic.

Exhibit 2
Line Item Detail Budget
Part 2
Exhibit 2
Line Item Budget

Part 1

STATE OF WISCONSIN

The information on this page will populate when completing Part 2.

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)

Grant Funding Source(s): Opioid Settlement Funds

Line Item	Category	Dollar Amount
A	Salaries	\$38,250.00
В	Fringe Benefits	\$28,871.48
С	Equipment	\$0.00
D	Operating Costs	\$0.00
E	Supplies	\$0.00
F	In-State Travel	\$0.00
G	Out-of-State Travel	\$0.00
Н	Consultant and Subcontractor Expenses	\$159,125.00
ı	Training	\$0.00
J	Insurance	\$0.00
К	Advertising and Public Information	\$0.00
L	Consumer / Family Supports	\$0.00
М	Other	\$0.00
N	Subtotal of Direct Costs (Items A through M)	\$226,246.48
0	Indirect Costs	\$0.00
	Total Costs	\$226,246.00

Department of Health Services

Division of Care and Treatment Services F-01601 (9/2024)

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office Contract Period: July 1, 2024-June 30, 2025 Maximum Budget Available: \$226,246 (2024-205 Grant Funds)

Grant Funding Source(s): Opioid Settlement Funds

A: SALARIES

Instructions:

- IMPORTANT: Do not include names of individuals filling the positions.
- Total cost for each position should be calculated based on the length of the contract (for example: 12-month versus a shorter term contract).
- Position titles must be consistent with the Work Plan.

Hourly Employees

	Trouty Employees				
	Position Title	Hourly Pay Rate	Hours Paid per Week	# of Weeks Paid in Contract Period	Cost
Item 1	Deputy Sheriff I-II	\$34.00	37.50	30.00	\$ 38,250.00
Item 2		\$0.00	0.00	0.00	\$
Item 3		\$0.00	0.00	0.00	\$
Item 4		\$0.00	0.00	0.00	\$
Item 5		\$0.00	0.00	0.00	\$
Item 6		\$0.00	0.00	0.00	\$ -
Item 7		\$0.00	0.00	0.00	\$ -
Item 8		\$0.00	0.00	0.00	\$ -
Item 9		\$0.00	0.00	0.00	\$ -
Item 10		\$0.00	0.00	0.00	\$ -

Salaried Employees

		Monthly Pay Rate for		# of Months Paid in	
	Position Title	1 FTE	% FTE	Contract Period	Cost
Item 11		\$0.00	0.000%	0.00	\$ -
Item 12		\$0.00	0.000%	0.00	\$ -
Item 13		\$0.00	0.000%	0.00	\$ -
Item 14		\$0.00	0.000%	0.00	\$ -
Item 15		\$0.00	0.000%	0.00	\$ -
Item 16		\$0.00	0.000%	0.00	\$ -
Item 17		\$0.00	0.000%	0.00	\$ -
Item 18		\$0.00	0.000%	0.00	\$ -
Item 19		\$0.00	0.000%	0.00	\$ -
Item 20		\$0.00	0.000%	0.00	\$ -

38,250.00 Total Cost (Section A) \$

JUSTIFICATION

Provide a brief (2-3 sentence) description of the job duties related to this grant for <u>each</u> position listed above.

Deputy Sheriff I-II	Funding one entry level Deputy i-II position through this grant will ensure one deputy can be assigned to supervise MAT participants. With Methadone being delivered inside the jail, a dedicated deputy is necessary due to the increase in MAT participation. The deputy will supervise jail resident movement to Methadone delivery and proivided supervision of residents receiving assessements, chronic care visilts and programming. Sheriff's Office will cover the deputy's days off with overtime, to ensure coverage 7 days per week.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title:	Opioid Abatement Efforts by Law Enforcement Agencies
Name of Agency:	Dane County Sheriff's Office
Contract Period:	July 1, 2024-June 30, 2025
	\$226,246 (2024-205 Grant Funds)
Grant Funding Source(s):	

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)
Grant Funding Source(s): Opioid Settlement Funds

B: FRINGE BENEFITS

Instructions:

• Fringe benefit components may include items such as Federal Insurance Contributions Act (FICA) and Unemployment Insurance, Retirement, Life Insurance, Workers Compensation and Health Insurance.

	Position Title	Salary	Fringe Rate	Cost
Item 1	Deputy Sheriff I-II	\$38,250.00	75.481%	\$28,871.48
Item 2		\$0.00	0.000%	\$0.00
Item 3		\$0.00	0.000%	\$0.00
Item 4		\$0.00	0.000%	\$0.00
Item 5		\$0.00	0.000%	\$0.00
Item 6		\$0.00	0.000%	\$0.00
Item 7		\$0.00	0.000%	\$0.00
Item 8		\$0.00	0.000%	\$0.00
Item 9		\$0.00	0.000%	\$0.00
Item 10		\$0.00	0.000%	\$0.00
	Position Title	Salary	Fringe Rate	Cost
Item 11		\$0.00	0.000%	\$0.00
Item 12		\$0.00	0.000%	\$0.00
Item 13		\$0.00	0.000%	\$0.00
Item 14		\$0.00	0.000%	\$0.00
Item 15		\$0.00	0.000%	\$0.00
Item 16		\$0.00	0.000%	\$0.00
Item 17		\$0.00	0.000%	\$0.00
Item 18		\$0.00	0.000%	\$0.00
Item 19		\$0.00	0.000%	\$0.00
Item 20		\$0.00	0.000%	\$0.00
Total Cost (Section B)	•	•		\$28,871.48

JUSTIFICATION

• Describe the various components of the fringe rate (for example, FICA, health insurance, short-term disability, etc.).

• If the fringe rate is above 45%, then a breakdown of the cost of each component is required. For example: FICA (7.65%), Health Insurance (30%), Retirement (8%) = 45.65%. The total percentage shown below must match the total percentage shown in the table.

• If a position does not receive fringe benefits, leave the fringe rate at 0%. Add a note to indicate the position does not receive fringe benefits.

Retirement (15.19%), Social Security (7.65%), Health/Family HMO- DEAN HMO (49.387%), Dental (2.8%), Disability (.044%), Life (.031%), Workers Compensation (0.259%, and UA (0.12%)

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)

Grant Funding Source(s): Opioid Settlement Funds

C: EQUIPMENT (Only for an individual item of \$10,000 or more)

Instructions:

- Enter data ONLY if you are purchasing an individual piece of equipment valued at \$10,000.
- The individual item should have a useful life of more than one year and depreciation is generally tracked by the agency's accounting department.
- If items collectively cost more than \$10,000 but individually cost less (for example: six workstations at \$2,000 apiece), then the items should be reported under Supplies.

	Description	# of Units	Cost per Unit	Cost
Item 1		0.00	\$0.00	\$0.00
Item 2		0.00	\$0.00	\$0.00
Item 3		0.00	\$0.00	\$0.00
Total Cost (Section C)				\$0.00

JUSTIFICATION

· Describe how the costs support the program.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)
Grant Funding Source(s): Opioid Settlement Funds

D: OPERATING COSTS

Instructions:

• Operating expenses include items such as rent, maintenance, land telephone and cellular phone services, utilities, IT support, internet access, Zoom licenses, etc.

Operating costs can be determined either as direct costs or as an allocation of direct costs.

• If operating costs are determined by an allocation of direct costs, then the same allocation method should be used to estimate operating costs for ALL programs supported by the agency.

	Description	# of Units	Cost per Unit	Cost
Item 1		0.00	\$0.00	\$0.00
Item 2		0.00	\$0.00	\$0.00
Item 3		0.00	\$0.00	\$0.00
Item 4		0.00	\$0.00	\$0.00
Item 5		0.00	\$0.00	\$0.00
Total Cost (Section D)	-			\$0.00

JUSTIFICATION

Describe how the # of units were estimated.

· Describe how the cost per unit was estimated.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)
Grant Funding Source(s): Opioid Settlement Funds

E: SUPPLIES

Instructions:

• Supplies may include items such as general office supplies (post-it notes, paper, pens, etc.), office furniture (file cabinets, chairs, etc.), laptops, printers, cell phones, etc.

• Supplies may also include specific program supplies such as educational books/materials for clients, med boxes/lock boxes, etc.

	Description	# of Units	Cost per Unit	Cost
Item 1		0.00	\$0.00	\$0.00
Item 2		0.00	\$0.00	\$0.00
Item 3		0.00	\$0.00	\$0.00
Item 4		0.00	\$0.00	\$0.00
Item 5		0.00	\$0.00	\$0.00
Item 6		0.00	\$0.00	\$0.00
Item 7		0.00	\$0.00	\$0.00
Item 8		0.00	\$0.00	\$0.00
Item 9		0.00	\$0.00	\$0.00
Item 10		0.00	\$0.00	\$0.00
Total Cost (Section E)				\$0.00

Total Cost (Section E)

<u>JUSTIFICATION</u>

Describe how the costs support the program.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)
Grant Funding Source(s): Opioid Settlement Funds

F: IN-STATE TRAVEL

Instructions:

Rates for mileage, meals and lodging cannot exceed current federal General Services Administration rates (link to GSA websites below).

· Reimbursement must be related to staff, volunteers or consumers.

• If the agency has a written policy that allows travel rates higher than the GSA rates, it would be allowable and a copy of the policy must be provided. The policy must be applicable to all employees of the agency.

GSA Mileage Rates: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

GSA Lodging & Per Diem Rates: https://www.gsa.gov/travel/plan-book/per-diem-rates

	Mileage Rate	# of Miles	Cost
Mileage Reimbursement	\$0.000	0	\$0.00

		Cost
Meal Reimbursement		\$0.00

	Nightly Lodging Rate	# of Nights	Cost
Lodging Reimbursement	\$0.00	0	\$0.00

	Describe Cost	Cost
Other In-State Travel Costs		\$0.00

Total Cost (Section F) \$0.00

JUSTIFICATION

Provide a detailed description of how you arrived at each of the amounts provided above. Provide the following information:

- · The purpose of the travel,
- The destinations (if known), and
- Which positions and number of people will be traveling.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office
Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)

Grant Funding Source(s): Opioid Settlement Funds

G: OUT-OF-STATE TRAVEL

Instructions:

Rates for mileage, meals and lodging cannot exceed current federal General Services Administration rates (link to GSA websites below).

· Reimbursement must be related to staff, volunteers or consumers.

• If the agency has a written policy that allows travel rates higher than the GSA rates, it would be allowable and a copy of the policy must be provided. The policy must be applicable to all employees of the agency.

GSA Mileage Rates:

https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

GSA Lodging & Per Diem Rates: https://www.gsa.gov/travel/plan-book/per-diem-rates

Type of Cost	Cost Amount
Mileage Cost	\$0.00
Airfare Cost	\$0.00
Meal Cost	\$0.00
Lodging Cost	\$0.00
Other Cost	\$0.00
Total Cost (Section G)	\$0.00

JUSTIFICATION

Provide a detailed description of how you arrived at each of the amounts provided above. List:

- The purpose of the travel,
- The rates charged per trip,
- The destinations (if known), and
- Which positions and number of people will be traveling.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)
Grant Funding Source(s): Opioid Settlement Funds

H: CONSULTANT & SUBCONTRACTOR EXPENSES

Instructions:

- Use Items 1-4 if the total cost will be simple, such as paying a monthly invoice for a person to provide services.
- Use Items 5-10 if the costs are more complex. A good guideline is when the subcontractor costs will include a breakdown of salary, fringe, travel expenses, etc.
- Items 5-10 may be requested by DCTS to fully understand the information provided (such as DCTS staff, auditors, etc.)

	Consultant/Subcontractor	Cost
Item 1		\$0.00
Item 2		\$0.00
Item 3		\$0.00
Item 4		\$0.00
	Subcontractor with Detailed Budgets	Cost
Item 5 (Subcontractor 1 - Parts 3 and 4)	Wellpath, LLC	\$159,125.00
Item 6 (Subcontractor 2 - Parts 5 and 6)		\$0.00
Item 7 (Subcontractor 3 - Parts 7 and 8)		\$0.00
Item 8 (Subcontractor 4 - Parts 9 and 10)		\$0.00
Item 9 (Subcontractor 5 - Parts 11 and 12)		\$0.00
Item 10 (Subcontractor 6 - Parts 13 and 14)		\$0.00
Total Cost (Section H)		\$159,125,00

JUSTIFICATION

• For Items 1-4, describe how you arrived at each of the costs. Include number of consumers served, rate charged (hourly, monthly, etc.).

• For Items 1-10, describe the services or products to be provided.

Wellpath, LLC will provide medical and mental health services for jail residents in the Dane County Jail

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)

Grant Funding Source(s): Opioid Settlement Funds

I: TRAINING

Instructions:

• Costs may include attendance at a training or for the agency to provide a training or community-wide event (registration fees, speaker fees, meeting rooms, and training materials).

	Training Event	Cost
Item 1		\$0.00
Item 2		\$0.00
Item 3		\$0.00
Item 4		\$0.00
Item 5		\$0.00
Total Cost (Section I)		\$0.00

JUSTIFICATION

- Describe how you arrived at each of the training cost figures above.
- · Include the number of staff, volunteers, and consumers who will be attending.
- Describe how the training costs support the program.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)
Grant Funding Source(s): Opioid Settlement Funds

J: INSURANCE

Instructions:

• Typical costs may include liability insurance, auto insurance, property insurance, etc.

	Name of Insurance	Cost
Item 1		\$0.00
Item 2		\$0.00
Item 3		\$0.00
Total Cost (Section J)		\$0.00

JUSTIFICATION

· Describe how you arrived at the costs for each item.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)
Grant Funding Source(s): Opioid Settlement Funds

K: ADVERTISING & PUBLIC INFORMATION

Instructions:

Costs may include materials for community outreach (such as costs for brochures, website hosting, and media campaigns).

• Reimbursement for promotional items is limited. See the US Department of Health and Human Services policy:

https://www.hhs.gov/grants-contracts/contracts/contract-policies-regulations/spending-on-promotional-items/index.html

	Advertisement or Public Info. Item	Cost
Item 1		\$0.00
Item 2		\$0.00
Item 3		\$0.00
Item 4		\$0.00
Item 5		\$0.00
Total Cost (Section K)		\$0.00

JUSTIFICATION |

Describe how you arrived at each cost listed.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds) Grant Funding Source(s): Opioid Settlement Funds

L: CONSUMER/FAMILY SUPPORTS

Instructions:

	Consumer/Family Support Item	Cost
Item 1		\$0.00
Item 2		\$0.00
Item 3		\$0.00
Item 4		\$0.00
Item 5		\$0.00
Total Cost (Section L)		\$0.00

<u>JUSTIFICATION</u>

- Provide the number of consumers/families to receive the services.
- Describe the type of support services covered such as gas cards, bus passes, respite services, etc.
- Describe how the cost was determined (example: number of families * cost of each). Describe how the costs support the program.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office

Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)
Grant Funding Source(s): Opioid Settlement Funds

M: OTHER COSTS

Instructions:

• List costs that cannot be characterized under any other budget category.

	Other Cost Item	Cost
	Other Cost item	
Item 1		\$0.00
Item 2		\$0.00
Item 3		\$0.00
Item 4		\$0.00
Item 5		\$0.00
Total Cost (Section P)		\$0.00

JUSTIFICATION

- Describe how you arrived at each cost listed.
- Describe how the costs support the program.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Dane County Sheriff's Office
Contract Period: July 1, 2024-June 30, 2025

Maximum Budget Available: \$226,246 (2024-205 Grant Funds)

Grant Funding Source(s): Opioid Settlement Funds

N: TOTAL DIRECT COSTS

Total Direct Cost is the sum of total costs from Section A-M.

\$226,246.48

O: INDIRECT COSTS

Instructions:

- Items A-M were Direct Costs. Indirect costs are defined as costs that are not readily chargeable to a particular program or function (for example: support staff for human resources, accounting, etc.)
- Applicants may use an indirect cost rate of up to 15%. A federally approved indirect cost rate letter must be provided for rates above 15%.
- The federally approved rate may only apply to certain direct costs shown in Items A-M.

Direct Costs	Indirect Cost Rate	Indirect Cost Amount
\$0.00	0.000%	\$0.00

JUSTIFICATION

• Describe the costs that are being covered (for example: salary and fringe costs, support staff for human resources, accounting, etc.)

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Exhibit 2 Subcontractor 1

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

The information on this page will populate when completing Part 4

Line Item	Annual Line Item Budget	Dollar Amount
Α	Salaries	\$54,000.00
В	Fringe Benefits	\$0.00
С	Equipment	\$0.00
D	Operating Costs	\$0.00
E	Supplies	\$0.00
F	In-State Travel	\$0.00
G	Out-of-State Travel	\$0.00
Н	Consultant and Subcontractor Expenses	\$105,125.00
I	Training	\$0.00
J	Insurance	\$0.00
K	Advertising and Public Information	\$0.00
L	Consumer / Family Supports	\$0.00
M	Other	\$0.00
N	Subtotal of Direct Costs (Items A through M)	\$159,125.00
0	Indirect Costs	\$0.00
	Total Costs	\$159,125.00

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC
Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

A: SALARIES

Instructions:

- IMPORTANT: Do not include names of individuals filling the positions.
- Total cost for each position should be calculated based on the length of the contract (for example: 12-month versus a shorter term contract).
- Position titles must be consistent with the Work Plan.

Hourly Employees

				# of Weeks Paid in	
	Position Title	Hourly Pay Rate	Week	Contract Period	Cost
Item 1	Nurse Practioner or Physician's Assistant (MAT)	90.00	20.00	30.00	\$54,000.00
Item 2		0.00	0.00	0.00	\$0.00
Item 3		0.00	0.00	0.00	\$0.00
Item 4		0.00	0.00	0.00	\$0.00
Item 5		0.00	0.00	0.00	\$0.00
Item 6		0.00	0.00	0.00	\$0.00
Item 7		0.00	0.00	0.00	\$0.00
Item 8		0.00	0.00	0.00	\$0.00
Item 9		0.00	0.00	0.00	\$0.00
Item 10		0.00	0.00	0.00	\$0.00

Salaried Employees

	Position Title	Monthly Pay Rate for 1 FTE	% FTE	# of Months Paid in Contract Period	Cost
Item 11		0.00	0.000%	0.00	\$0.00
Item 12		0.00	0.000%	0.00	\$0.00
Item 13		0.00	0.000%	0.00	\$0.00
Item 14		0.00	0.000%	0.00	\$0.00
Item 15		0.00	0.000%	0.00	\$0.00
Item 16		0.00	0.000%	0.00	\$0.00
Item 17		0.00	0.000%	0.00	\$0.00
Item 18		0.00	0.000%	0.00	\$0.00
Item 19		0.00	0.000%	0.00	\$0.00
Item 20		0.00	0.000%	0.00	\$0.00

Total Cost (Section A) \$54,000.00

<u>JUSTIFICATION</u>

Provide a brief (2-3 sentence) description of the job duties related to this grant for each position listed above.

Nurse Practioner or Physician's Assistant (MAT)	The PA/NP will be responsible for Substance abuse assessments, crisis planning, education, intake, diagnostics, treatment, and labs. They will work directly with the OTP to coordinate services. PA/NP would be employee of Wellpath, LLC.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

	Opioid Abatement Efforts by Law Enforcement Agencies
Name of Agency:	Wellpath, LLC
Contract Period:	July 1, 2024-June 30, 2025
Grant Funding Source(s):	Opioid Settlement Funds

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

B: FRINGE BENEFITS

Instructions:

• Fringe benefit components may include items such as Federal Insurance Contributions Act (FICA) and Unemployment Insurance, Retirement, Life Insurance, Workers Compensation and Health Insurance.

	Position Title	Salary	Fringe Rate	Cost
Item 1	Nurse Practioner or Physician's Assistant (MAT)	54,000.00	0.000%	\$0.00
Item 2		0.00	0.000%	\$0.00
Item 3		0.00	0.000%	\$0.00
Item 4		0.00	0.000%	\$0.00
Item 5		0.00	0.000%	\$0.00
Item 6		0.00	0.000%	\$0.00
Item 7		0.00	0.000%	\$0.00
Item 8		0.00	0.000%	\$0.00
Item 9		0.00	0.000%	\$0.00
Item 10		0.00	0.000%	\$0.00
	Position Title	Salary	Fringe Rate	Cost
Item 11		0.00	0.000%	\$0.00
Item 12		0.00	0.000%	\$0.00
Item 13		0.00	0.000%	\$0.00
Item 14		0.00	0.000%	\$0.00
Item 15		0.00	0.000%	\$0.00
Item 16		0.00	0.000%	\$0.00
Item 17		0.00	0.000%	\$0.00
Item 18		0.00	0.000%	\$0.00
Item 19		0.00	0.000%	\$0.00
Item 20		0.00	0.000%	\$0.00
Total Cost (Section B)				\$0.00

JUSTIFICATION

- Describe the various components of the fringe rate (for example, FICA, health insurance, short-term disability, etc.).
- If the fringe rate is above 45%, then a breakdown of the cost of each component is required. For example: FICA (7.65%), Health Insurance (30%), Retirement (8%) = 45.65%. The total percentage shown below must match the total percentage shown in the table.
- If a position does not receive fringe benefits, leave the fringe rate at 0%. Add a note to indicate the position does not receive fringe benefits.
- .5 FTE position which does not receive fringe benefits.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

C: EQUIPMENT (Only for an individual item of \$10,000 or more)

Instructions:

- Enter data ONLY if you are purchasing an individual piece of equipment valued at \$10,000.
- The individual item should have a useful life of more than one year and depreciation is generally tracked by the agency's accounting department.
- If items collectively cost more than \$10,000 but individually cost less (for example: six workstations at \$2,000 apiece), then the items should be reported under Supplies.

	Description	# of Units	Cost per Unit	Cost
Item 1		0.00	\$0.00	\$0.00
Item 2		0.00	\$0.00	\$0.00
Item 3		0.00	\$0.00	\$0.00
Total Cost (Section C)				\$0.00

JUSTIFICATION

Describe how the costs support the program.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

D: OPERATING COSTS

Instructions:

- · Operating expenses include items such as rent, maintenance, land telephone and cellular phone services, utilities, IT support, internet access, Zoom licenses, etc.
- Operating costs can be determined either as direct costs or as an allocation of direct costs.
- If operating costs are determined by an allocation of direct costs, then the same allocation method should be used to estimate operating costs for ALL programs supported by the agency.

	Description	# of Units	Cost per Unit	Cost
Item 1		0.00	\$0.00	\$0.00
Item 2		0.00	\$0.00	\$0.00
Item 3		0.00	\$0.00	\$0.00
Item 4		0.00	\$0.00	\$0.00
Item 5		0.00	\$0.00	\$0.00
Total Cost (Section D)				\$0.00

JUSTIFICATION

- Describe how the # of units were estimated.
- · Describe how the cost per unit was estimated.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

E: SUPPLIES

Instructions:

• Supplies may include items such as general office supplies (post-it notes, paper, pens, etc.), office furniture (file cabinets, chairs, etc.), laptops, printers, cell phones, etc.

• Supplies may also include specific program supplies such as educational books/materials for clients, med boxes/lock boxes, etc.

	200	# -611-14-	0 4 1 - 14	04
	Description	# of Units	Cost per Unit	Cost
Item 1		0.00	\$0.00	\$0.00
Item 2		0.00	\$0.00	\$0.00
Item 3		0.00	\$0.00	\$0.00
Item 4		0.00	\$0.00	\$0.00
Item 5		0.00	\$0.00	\$0.00
Item 6		0.00	\$0.00	\$0.00
Item 7		0.00	\$0.00	\$0.00
Item 8		0.00	\$0.00	\$0.00
Item 9		0.00	\$0.00	\$0.00
Item 10		0.00	\$0.00	\$0.00
Total Cost (Section F)				\$0.00

JUSTIFICATION

Describe how the costs support the program.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

F: IN-STATE TRAVEL

Instructions:

- Rates for mileage, meals and lodging cannot exceed current federal General Services Administration rates (link to GSA websites below).
- Reimbursement must be related to staff, volunteers or consumers.

• If the agency has a written policy that allows travel rates higher than the GSA rates, it would be allowable and a copy of the policy must be provided. The policy must be applicable to all employees of the agency.

GSA Mileage Rates: https://www.gsa.gov/trav

https://www.qsa.gov/travel/pian-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

GSA Lodging & Per Diem Rates: https://www.gsa.gov/travel/plan-book/per-diem-rates

	Mileage Rate	# of Miles	Cost
Mileage Reimbursement	\$0.000	0	\$0.00

		Cost
Meal Reimbursement		\$0.00

	Nightly Lodging Rate	# of Nights	Cost
Lodging Reimbursement	\$0.00	0	\$0.00

	Describe Cost	С	ost
Other In-State Travel Costs			\$0.00

Total Cost (Section F) \$0.00

JUSTIFICATION

Provide a detailed description of how you arrived at each of the amounts provided above. Provide the following information:

- The purpose of the travel,
- The destinations (if known), and
- · Which positions and number of people will be traveling.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

G: OUT-OF-STATE TRAVEL

Instructions:

- Rates for mileage, meals and lodging cannot exceed current federal General Services Administration rates (link to GSA websites below).
- Reimbursement must be related to staff, volunteers or consumers.

• If the agency has a written policy that allows travel rates higher than the GSA rates, it would be allowable and a copy of the policy must be provided. The policy must be applicable to all employees of the agency.

GSA Mileage Rates: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

GSA Lodging & Per Diem Rates: https://www.gsa.gov/travel/plan-book/per-diem-rates

Type of Cost	Cost Amount
Mileage Cost	\$0.00
Airfare Cost	\$0.00
Meal Cost	\$0.00
Lodging Cost	\$0.00
Other Cost	\$0.00
Total Cost (Section G)	\$0.00

JUSTIFICATION

Provide a detailed description of how you arrived at each of the amounts provided above. List:

- The purpose of the travel,
- The rates charged per trip,
- The destinations (if known), and
- · Which positions and number of people will be traveling.

Exhibit 2 Line Item Detail Budget

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

H: CONSULTANT & SUBCONTRACTOR EXPENSES

Instructions:

This category may cover fees and reimbursements for subcontractors.

	Name of Individual Consultant/Contractor	Cost
Item 1	Acadia CTC	\$105,125.00
Item 2		\$0.00
Item 3		\$0.00
Item 4		\$0.00
Item 5		\$0.00
Item 6		\$0.00
Item 7		\$0.00
Item 8		\$0.00
Total Cost (Section H)		\$105,125.00

JUSTIFICATION

- Describe how you arrived at each of the costs. Include number of consumers served, rate charged (hourly, monthly, etc.).
- Describe the services or products to be provided.

Wellpath LLC, will contract with Acadia CTC to provide methadone for continuation, inductions. Delivery services to the jail is included. They will also provide on-site assessments for re-starting of Methadone for patients who have lapse for more than 3 days and for inductions Rate for individual assessments is \$150/patient. Estimate of 13 residents per month who would need assessments. (\$150 x approx. 13.9 residents x 7 months=\$14,600) Methadone will be provided through a contract between Wellpath, LLC and the OTP. The cost per dose is \$17, which includes delivery. Intake services necessary to enroll patient in the program is budgeted for under Subcontractor line. Based on prior number of qualifying patients for methadone treatment, we estimated 25 patients per day maximum. Methadone costs are estimated for 7 months or 213 days. (25 patients/day x 213 days x \$17/day =\$90,525). The OTP will invoice Wellpath for the services and cost will be passed on to Dane County. Dane County will submit for reimbursement through the grant funding.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

I: TRAINING

Instructions:

• Costs may include attendance at a training or for the agency to provide a training or community-wide event (registration fees, speaker fees, meeting rooms, and training materials).

	Training Event and/or Trainers	Cost
Item 1		\$0.00
Item 2		\$0.00
Item 3		\$0.00
Item 4		\$0.00
Item 5		\$0.00
Total Cost (Section I)		\$0.00

JUSTIFICATION

- Describe how you arrived at each of the training cost figures above.
- Include the number of staff, volunteers, and consumers who will be attending.
- Describe how the training costs support the program.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

J: INSURANCE

Instructions:

• Typical costs may include liability insurance, auto insurance, property insurance, etc.

	Name of Insurance or Surety Bond	Cost
Item 1		\$0.00
Item 2		\$0.00
Item 3		\$0.00
Total Cost (Section J)		\$0.00

JUSTIFICATION

Describe how you arrived at the costs for each item.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

K: ADVERTISING & PUBLIC INFORMATION

Instructions:

Costs may include materials for community outreach (such as costs for brochures, website hosting, and media campaigns).

Reimbursement for promotional items is limited. See the US Department of Health and Human Services policy:

https://www.hhs.gov/grants-contracts/contracts

	Advantage of a Bubble late of the second	Cost
	Advertisement or Public Info. Item	Cost
Item 1		\$0.00
Item 2		\$0.00
Item 3		\$0.00
Item 4		\$0.00
Item 5		\$0.00
Total Cost (Section K)		\$0.00

JUSTIFICATION

Describe how you arrived at each cost listed.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

L: CONSUMER/FAMILY SUPPORTS

Instructions:

• Expenses must directly support the treatment plan that addresses mental health and/or substance use.

No cash assistance to consumers or families is permitted.

	Consumer/Family Support Item	Cost
Item 1		\$0.00
Item 2		\$0.00
Item 3		\$0.00
Item 4		\$0.00
Item 5		\$0.00
Total Cost (Section L)		\$0.00

JUSTIFICATION

- Provide the number of consumers/families to receive the services.
- Describe the type of support services covered such as gas cards, bus passes, respite services, etc.
- Describe how the cost was determined (example: number of families * cost of each).
- Describe how the costs support the program.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

M: OTHER COSTS

Instructions:

• List costs that cannot be characterized under any other budget category.

	Other Cost Item	Cost
Item 1		\$0.00
Item 2		\$0.00
Item 3		\$0.00
Item 4		\$0.00
Item 5		\$0.00
Total Cost (Section P)		\$0.00

JUSTIFICATION

- Describe how you arrived at each cost listed.
- · Describe how the costs support the program.

Exhibit 2 Line Item Detail Budget Part 2

STATE OF WISCONSIN

Contract Title: Opioid Abatement Efforts by Law Enforcement Agencies

Name of Agency: Wellpath, LLC

Contract Period: July 1, 2024-June 30, 2025

Grant Funding Source(s): Opioid Settlement Funds

N: TOTAL DIRECT COSTS

Total Direct Cost is the sum of total costs from Section A-M.

\$159,125.00

O: INDIRECT COSTS

Instructions:

- Items A-M were Direct Costs. Indirect costs are defined as costs that are not readily chargeable to a particular program or function (for example: support staff for human resources, accounting, etc.)
- An indirect cost rate of up to 15% is allowed. The subcontractor must provide a copy of the federally approved indirect cost rate letter for rates above 15%.
- The federally approved rate may only apply to certain direct costs shown in Items A-M.

		Indirect Cost	
Direct "Base Cost" Amount	Indirect Cost Rate	Α	mount
\$0.00	0.000%		\$0.00

JUSTIFICATION

• Describe the costs that are being covered (for example: salary and fringe costs, support staff for human resources, accounting, etc.)

Opioid Abatement Efforts by Law Enforcement Agencies Contract Term: July 1, 2024-June 30, 2025

Project Purpose

This funding opportunity is for law enforcement agencies working to address the opioid epidemic in Wisconsin. This funding will be used to support efforts in the following area:

Treatment for people incarcerated with an opioid use disorder

Contact Information

Agency Name: Dane County Sheriff's Office **Address:** 115 W. Doty St., Madison, WI 53703

Phone Number: (608) 284-6165 Contact Person: Jan Tetzlaff

Abstract:

The Dane County Sheriff's Office is seeking funding to expand the current Medication-Assisted Treatment (MAT) program offered to residents of the Dane County Jail with identified Opioid Substance Use Disorders (OUD) to include Methadone. This will result in all three FDA-approved medications (Methadone, Naltrexone Injections, and Buprenorphine) being available for jail residents. Evidence-based counseling services will be available to assist in successfully treating residents receiving medication.

Dane County contracts with Wellpath, LLC to provide medical and mental health services for jail residents in the Dane County Jail. The current MAT program provided through the contract with Wellpath includes continuation of MAT medication (buprenorphine) for those individuals who have verified pre-booking treatment and Methadone continuation for pregnant females and individuals who cannot safely detox from Methadone. For jail residents to receive Methadone, they must be transported outside of the jail to a local Opioid Treatment Program (OTP). Those MAT participants on lower doses of methadone are placed on a withdrawal protocol or offered buprenorphine as a substitute. Naloxone (Vivitrol) injections are available for residents just before release from custody.

With this new funding, Dane County plans to expand the current jail-based MAT program to include continuation methadone within the jail for all individuals verified to be actively receiving methadone in the community. Funding through this grant will allow methadone delivery to the jail by a local OTP and dosing by on-site medical staff. In addition, the medical provider will evaluate patients for Methadone inductions in cases where buprenorphine has been ineffective. Those patients will be assessed by the OTP for Methadone.

The current contract with Wellpath includes the use of buprenorphine and naltrexone for the treatment of OUD, but it does not include funding for methadone. This grant funding will allow the Dane County Jail to have a more robust MAT program comprising all three MAT medications. The current medical contract includes counseling services for those individuals receiving MAT medication while incarcerated in the Dane County Jail. Jail Medical prescribes buprenorphine to patients as they withdraw from opioids to assist in lessening withdrawal symptoms. For patients who are not responsive to buprenorphine, methadone would be an alternative.

Wellpath currently has four positions for MAT-related services. This grant requests funding for additional provider (Nurse Practitioner or Physician's Assistant) hours to focus on MAT-related services exclusively. With the addition of methadone available expected increase in MAT participants requires additional medical provider hours.

Project Narrative:

Strategy selected: Treatment for people incarcerated with an opioid use disorder

Treatment Services for incarcerated people with opioid use disorders:

Dane County Sheriff's Office is seeking funding to expand the current Medication Assisted Treatment (MAT) services for incarcerated individuals with opioid use disorders (OUD) in the Dane County Jail. With added funding, we will be able to offer Methadone inside the jail in addition to buprenorphine and naltrexone for jail residents who meet the clinical criteria.

The Dane County Jail started offering naltrexone injections to qualifying jail residents before release from custody in 2013. Historically, Methadone was only available to continue treatment for pregnant women, which required transport to a local OTP. Dane County Jail, through our correctional healthcare provider, expanded the availability of MAT medication in 2019 and began the continuation of buprenorphine for jail residents who had been receiving it before coming to jail. In 2022, Dane County entered into a new contract for medical services with the provider, Wellpath, LLC. The agreement requires that the medical provider continue using naltrexone and buprenorphine. In addition to the continuation of methadone for pregnant women, maintenance of methadone for jail residents who cannot safely detox from the medication was added. These patients also require transport to the OTP for medication.

Description of improved program:

With the requested funding, the Dane County Jail MAT Program will expand services following MODEL 2 for activities provided in the grant application. This will involve on-site medication administration by a partner agency and on-site provider (Wellpath, LLC). This application requests funding for the cost of Methadone, which will be delivered to the jail by a local Opioid Treatment Program (OTP), Arcadia Madison Comprehensive Treatment Center (Subcontractor), and additional provider hours to oversee MAT-related services. By having methadone delivered

to the jail, it will significantly reduce the need to transport jail residents to the OTP. Jail Medical will then be able to dose the methadone to patients for continued maintenance, with approval of the SOTA. Additional provider hours will allow improved coordination of services for jail residents with OUD.

Wellpath, LLC will continue to provide buprenorphine as required through our medical contract and will, with coordination with the OTP, be able to administer methadone to patients who meet the clinical criteria for use.

Our goal is to provide continuation of methadone to all new bookings who have a verified prescription and no lapse in care. If a patient's treatment has lapsed for over three days, a new intake would need to be completed by the OTP provider, and methadone re-prescribed.

Screening and assessment processes used to determine eligibility:

According to the National Commission on Correctional Health Care NCCHC standards and correctional health care best practices, medical and mental health clinicians screen all individuals booked into the Dane County Jail. Screening for opioid substance use includes questions related to substance use, type of substance, withdrawal history, overdose history, MAT medication and treatment, and desire to participate in treatment. Suppose a newly booked individual indicates they are taking MAT medication in the community. In that case, a nurse will obtain a release of information and fax it to the appropriate clinic for verification. Medical staff will run lab tests to determine current blood levels of medication or other substances and verify program compliance.

All patients indicating opioid use or MAT participation are placed on the Clinical Opioid Withdrawal Scale (COWS) protocol, with the first assessment completed and recorded at intake. Nurses will immediately notify medical providers of patients scoring eight or greater for MAT referral. If the provider is available, they can see the patient or give orders to the nurse. The patient will be placed on the provider's sick call for the next available day.

During the provider visit, the requested records from the clinic will be reviewed, and the Prescription Drug Monitoring program (PDMP) will be used to verify that the patient has a current prescription and has been taking their medication.

Those who may wait to disclose substance use at intake can submit requests for recovery services. The Recovery Support Navigation Case Manager will meet with residents requesting services and complete a thorough assessment. The MAT program also receives referrals from community providers, probation and parole, and other entities.

How the services will operate:

Wellpath, LLC will contract with a local OTP for methadone delivery to the jail. As part of the contract, the OTP plans to provide mobile intake/assessments for patients who need to start or re-start methadone. OTP will deliver methadone in one-week supplies, and medication will be maintained in secure storage in compliance with DEA requirements. The cost of the medication will pass through to the county for reimbursement.

As indicated by their clinical assessment, the jail medical provider will prescribe MAT continuation medication during visits or when contacted by a jail nurse during off-hours. If methadone is indicated, the OTP will be consulted for assessment.

The provider will prescribe the dosage the patient was previously on in the community, changing to once-daily dosing when possible; any dosage alterations require a treatment plan explanation. For those on methadone, a prescription will be handled through the OTP, and the jail medical provider will dispense the medication, with permission from the Wisconsin State Opioid Treatment Authority (SOTA).

For residents coming into the jail and indicating they are currently using opioids during medical assessment, the intake nurse will complete a preliminary evaluation using the Clinical Opioid Withdrawal Scale (COWS). The resident will be housed on the intake floor for regular observation and monitoring based on the score. The Jail Medical provider will be consulted related to potential induction or treatment with buprenorphine during withdrawal to lessen symptoms. Following the COWS protocol, Jail nurses are responsible for detox checks throughout the time the jail resident is detoxing. Jail nurses will also inform patients about available MAT medication/recovery counseling in the jail if not already offered.

The medical discharge planner will set up all patients released from custody with follow-up appointments at the OTP. All patients indicating OUD during incarceration will be given information about community resources for OUD and Naloxone upon release. Naloxone is also accessible in the Public Safety Building lobby dispensing machine.

The role of staff and contracted partners:

Under the current correctional medical contract, Wellpath staffs a MAT RN and MAT Social worker, who handle the dispensing of MAT medication (RN), patient assessments, and individual and group counseling for program participants (SW). Wellpath also receives funding through Dane County Human Services for an additional Recovery Support Navigation Nurse (RN) and Recovery Support Navigation Case Manager to oversee the screening of patients for the Vivitrol program and re-entry coordination for program participants upon release from custody.

The MAT Coordinator conducts assessments of all COWS patients identified at intake. Once the provider has assessed the patient, and if treatment is ordered, the MAT coordinator schedules all follow-up assessments within 30, 60, or 90 days. The coordinator also collects, organizes, and monitors the demographics of MAT participants.

The Grant application requests hours for a .5 FTE Provider (Nurse Practitioner or Physician's Assistant) who will work exclusively with jail residents eligible or enrolled in MAT services. The medical provider. This position is necessary to address the increase in MAT participants both for Methadone and buprenorphine. The .5 Provider will be responsible for substance abuse assessments, crisis planning, education, intake, diagnostics, treatment, and labs. This provider will coordinate services with the contracted OTP and facilitate any required lab work which can be done within the jail. The .5 provider is responsible for chronic care visits with MAT patients, including methadone, who are housed in the jail.

For continuity of care, the .5 Provider would have regular contact with the contracted OTP. If there are test from the OTP those would be arranged including an EKG and lab work including liver testing or other testing. Chronic care visits occur every 30 days while the patient is in jail custody.

The contracted OTP will be responsible for clinical assessments for jail residents who need to be prescribed methadone or residents who are restarting their prescription after a lapse. The OTP will coordinate with the jail medical team and deliver methadone to the jail for those residents approved for methadone, with permission from the SOTA.

Dane County Sheriff's Office is in need of funding for an additional deputy to focus on methadone patients, including movement of residents for evaluation, assessment, medication delivery, follow up care and programming. This position will be responsible for moving jail residents to the medication delivery location, supervising them during medication delivery and observation time, and moving residents to counseling sessions. This will occur in both jail facilities. The Sheriff's Office will ensure that deputies assigned to the MAT program receive OUD training.

How the program will ensure best practices will be used to integrate counseling services:

Under the current contract with Wellpath, LLC, counseling services will be offered to all incarcerated patients who use MAT medication, including those receiving methadone. The dedicated MAT Social Worker will be responsible for both group and individual counseling of participants. The Wellpath Mental Health director supervises counselors. The Dane County Jail and Wellpath, LLC utilizes Evidence-Based programs for jail residents. For those residents in recovery, the program will be "Helping Men in Recovery" and "Helping Women in Recovery". Each program has 21 sessions, which are provided twice per week.

Referrals to Certified Peer Specialists and Recovery Coaches will also be done upon request. Safe Communities of Madison and Dane County Recovery Coaches provide personalized support for our jail residents in recovery.

The MAT coordinator will track program participation and completion of the Recovery counseling program. At the end of the program, participants will receive a certificate of completion.

Should a participant be released from custody before completing the counseling program, referrals will be made to the local OTP to continue medication and counseling services.

How methadone, buprenorphine, and naltrexone will be offered:

All individuals booked into the Dane County Jail are screened by both <u>medical and mental</u> <u>health clinical staff</u> for drug use, withdrawal history, treatment history, and desire to participate in treatment if offered. For those patients disclosing opioid use history, referrals are made to MAT Social Worker. If a resident does not disclose opioid use at booking, but later reports withdrawal symptoms, the resident is evaluated by nursing staff using the COWS scale and appropriate monitoring occurs after the evaluation. The MAT social worker will visit the resident and offer MAT services at that time.

All residents who are on MAT treatment in the community and compliant with the medication use will be continued in jail. Methadone will be available as a continuation for anyone booked into jail with verified compliance with methadone treatment or those who are eligible for buprenorphine but who do not respond to this type of medication. Suppose the resident has not been taking methadone medication for over three days. In that case, the OTP provider must complete a new assessment to reenroll the resident in the program.

For residents experiencing withdrawal symptoms, Jail Medical staff or recovery specialists will discuss the availability of MAT medication and counseling services. The medical provider has the discretion to prescribe buprenorphine to patients experiencing withdrawal to assist in lessening symptoms. For patients who have been verified to be on buprenorphine in the community and have been compliant with their medication, the jail medical provider may prescribe this as a continuation.

The jail will continue to offer naltrexone to residents screened for the current program. Those residents who come into the jail on naltrexone may be transitioned to oral naltrexone during their incarceration and can resume injections before their release.

How program participation will be monitored and who will be responsible for tracking program compliance for participants:

The MAT coordinator and medical personnel will be responsible for monitoring program participants and tracking their program compliance. Any diversion issues are immediately reported to the Jail Administration. The MAT team will meet monthly with the Jail Administration to discuss the program's progress and any problems that arise.

Statement of Need:

Describe the scope of the problem the activity or activities will address.

The Dane County Jail currently has two jail facilities, the City-County Building Jail and the Public Safety Building Jail. Residents are housed based on security class, and there is no designated housing for jail residents with medical or mental health needs. Residents who are identified with OUD and are withdrawing from opioids or Medication for Opioid Use Disorder (MOUD) are housed in intake housing until medically cleared. If residents could continue the MOUD instead of withdrawing, they could be moved to general population housing sooner.

The current practice of transporting jail residents to the local OTP for methadone medication is unpredictable and results in security and staffing concerns. Being able to have methadone delivered to the jail will significantly reduce the need to transport residents to the clinic, which will minimize security concerns. In 2023, there were 207 transports of jail residents for methadone treatment. In the first six months of 2024, there have been 343 transports. This is a significant increase in the number of transports due to the rise in the number of patients requiring continuation of methadone.

The jail resident is responsible for the cost of any medical treatment provided outside of the jail. However, by having methadone available in the jail and funded through this grant,

participants are not responsible for the cost. This will eliminate financial barriers to residents receiving needed treatment without insurance or limited funds.

In 2023, the Dane County Jail had 12,301 new bookings. Of the annual bookings, approximately 2861(24%) disclosed some substance use (SUD) history (including opioids). Not all jail residents disclose this information at intake, and the number is likely higher. In some cases, residents do not self-report OUD until they begin experiencing significant withdrawal symptoms. Jail Medical reports that 718 patients were assessed and placed on COWS protocol in 2023.

The data from 2023 and the first six months of 2024 compared below show an increase in COWS patients and Methadone needs. The number of individuals reporting pre-incarceration Methadone treatment for the first half of 2024 matches the numbers from the prior year.

			Methadone			not on
			Disclosed			cows/
Year	Bookings	# COWS	at intake	Continued	Detox	released
2023	12301	718	90	17	73	
2024	6309	389	91	21	60	10

Describe any previous or current attempts to address the problem(s) and explain why they did or did not work.

The Dane County Jail contracts with Wellpath, LLC to provide medical and mental services to jail residents, who are the providers of MAT services. In 2013, the Dane County Jail collaborated with local organizations to make naltrexone injections available for jail residents with identified OUD before release back into the community. Since 2019, they have been funded for this program by Dane County Human Services through the disbursement of funds received through the Non-Narcotic Non-addictive Injectable Medication Assisted Treatment Re-Entry Grant furnished by the State of Wisconsin Department of Health Services and the Residential Substance Abuse Treatment (RSAT) grant furnished by the State of Wisconsin Department of Health Services.

Methadone delivery is not part of the contracted medical services and has only been continued in some instances. In the past, the only option for methadone treatment was to transport a jail resident to a treatment facility.

To fund the cost of methadone, we applied for funding through the Dane County Board Opioid Subcommittee, which makes recommendations for the allocation of Opioid Settlement Funding to the Dane County Board of Supervisors. Our proposal was one of fourteen other proposals for funding. Although the subcommittee viewed the jail request as a high priority, eight other proposals were designated higher priorities.

Dane County, like other governmental bodies in the State of Wisconsin, is facing a significant fiscal crisis as it confronts a post-COVID structural deficit and state limits on the local tax levy, which limits county departments' abilities to request increases in staffing and operating

expenses. The current medical contract is over \$7 million per year. In addition, Dane County is undertaking a \$170 million Jail Consolidation Project, which is projected for completion in 2027. In the new facility, there will be housing for medical and mental health patients and better options for programming space with less movement of residents.

Describe any unique factors about your community impacting the problem(s) and the design of this proposed activity or these proposed activities.

According to the Public Health Madison & Dane County's Overdose Fatality Review report, 138 people died of a drug overdose in Dane County in 2020. Of that number, 93% of individuals who died of an overdose had a history of arrest and incarceration; of those individuals, 40% were released from incarceration (jail or prison) within a year of their death.

Dane County Sheriff's Office remains committed to addressing the overdose crisis and providing proper medical care to all residents booked into the Dane County Jail. Our current resources do not include funding for methadone, and transporting all eligible residents to an OTP to continue methadone is not feasible. Methadone available in the Jail has the potential to save lives and provide a more humane treatment option compared to detoxing off the medication. In addition, it addresses security and staffing concerns with transporting residents for treatment outside of the facility.

Describe the population(s) of focus for the project(s).

The funding for this project will be focused on all jail residents with OUD who are receiving methadone in the community and those who may benefit from this FDA-approved medication and treatment. This will be an addition to the other FDA-approved medications available.

Evaluation:

To evaluate the success of this program, we will track activities related to Methadone medication and MAT-related services in the jail. The jail medical team will track and provide monthly reports on various elements associated with MAT services.

- Number of Bookings indicating Methadone treatment outside of the jail.
- Number of patients placed on Methadone maintenance.
- Number of patients converted to Buprenorphine from Methadone.
- Number of patients deemed ineligible for MAT medication and the reason.
- Patient enrollment in counseling services, hours of attendance, and completion
- Discharge planning and coordinated resources
- COWS tracking for all patients on opioid withdrawal protocol
- COWS patient data who received MAT medication for withdrawal management

The Sheriff's Office will also be tracking conveyance data related to Methadone treatment and OUD medical issues.

Describe how you will determine whether the activity is successful:

We feel that the program will be deemed successful if we have fewer patients detoxing from MAT Medication and more patients receiving MAT medication to lessen opioid withdrawal symptoms. To evaluate this, we will compare current data related to COWS scores over time, the number of patients placed on COWS protocol, and the average amount of time patients are on COWS protocol.

One of our program goals is to ensure that all jail residents receiving MAT medication are offered individual and group counseling for their recovery. Data related to counseling services will also be provided as an element of success.

In addition, a successful program will have fewer conveyances outside of the jail for Methadone treatment or OUD medical issues compared to the number of residents receiving Methadone in the jail.

Diversity, equity, and inclusion:

Dane County Sheriff's Office strives to provide a work environment where diversity and differing opinions are valued, creativity is encouraged, continuous learning and improvement are fostered, teamwork and open/honest communication are encouraged, and meeting customer needs through quality service is a shared goal. All employees must demonstrate multicultural competence—the awareness, knowledge, and skills required to work with others who are culturally different from themselves in meaningful, relevant, and productive ways. Our contract providers are expected to share these expectations with their employees.

Below is the demographic breakdown of the annual bookings in Dane County Jail for 2023

				Females					Males	Total
	Asian Black	Other	White	Total	Asian	Black	Other	White	Total	
2023	32 1,0	47 34	1,696	2,809	131	4,225	56	5,080	9,492	12,301

2023 MAT Medication Continuation Demographics

					Grand
	Asian	Black	Indigenous	White	Total
Female	1	6		47	54
Male	1	34	1	123	159
Total	2	40	1	170	213

Female	54
Male	159
Grand	
Total	213

The Dane County Sheriff's Office is committed to ensuring equity in the availability of the MAT program for individuals in need. We will continue to track and evaluate demographic data related to participants, those deemed ineligible for MAT, and those who decline treatment.

Sustainability:

The levels of participation and costs associated with the Dane County Jail-Based MAT program and this planned expansion will be tracked continuously. The data we collect will be evaluated, and feedback from successful participants will be sought to support the program's continuation and justify requests for additional funding.

We will continue seeking funding through available grants and potential future budget requests.

The current contract with Wellpath, LLC, expires in December 2027. Any future medical contracts will include full-service MAT programming with all FDA-authorized opioid treatment medications.

With the completion of the Jail Consolidation project, the improved program space and medical and mental health housing will allow for efficiencies in the movement of jail residents. The MAT program will continue to develop further when we transition into the new facility.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Disclosure of Lobbying Activities (Standard Form-LLL)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Signature of Official Authorized to Sign Application)	(Date)	
Melissa Agard		
(Print Name)	(Title)	
(Agency / Contractor Name)	(Title of Program)	

DEPARTMENT OF HEALTH SERVICES

Division of Enterprise Services F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application		Date Signed
For (Name of Vendor)	Unique Entity Identifie	er (UEI), if applicable



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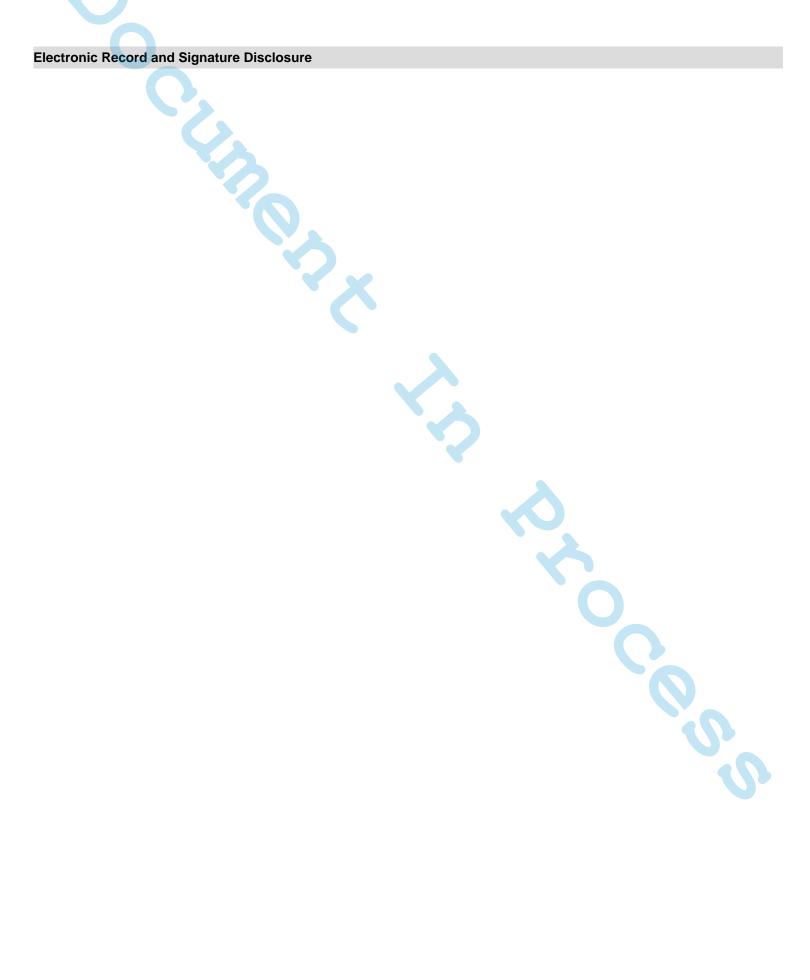
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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