

Dane County Contract Cover Sheet

Revised 03/2025

Res 412
significant

BAF # 26083
Acct: Bush/Jacobson
Mgr: Holmgren
Budget Y/N: N

Dept./Division	Human Services /BH		
Vendor Name	State of WI, Dept. of Health Services	MUNIS #	3716
Brief Contract Title/Description	FFY2026 WI DHS Grant Agreement for Opioid and Stimulant Unmet Needs SOR4. This is in the budget and ongoing.		
Contract Term	9/30/2025 - 9/29/2026		
Contract Amount	\$ 142,213.00		

Contract # Admin will assign	16226
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Contract Coordination Assistant	Name	Jennifer Beer
Phone #	608-242-6200	Phone #	608-261-6750
Email	dcdhscontracts@danecounty.gov	Email	jennifer.beer@dhs.wisconsin.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,001 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	412
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.		Year
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
Slaven, Shelby Digitally signed by Slaven, Shelby Date: 2026.03.27 15:57:16 -05'00'	SHR 3.18.26

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 3/23/26 Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

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	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
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MUNIS Req.	Req #	Org:	Obj:	Proj:	
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Dept. Head / Authorized Designee


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Director of Administration	Corporation Counsel
	SHR 3.18.26

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/23/26	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, March 26, 2026 12:04 PM
To: Hicklin, Charles; Patten, Peter; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16226
Attachments: 16226.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/26/2026 12:16 PM	Approve: 3/26/2026 12:16 PM
	Patten, Peter		Approve: 3/26/2026 1:37 PM
	Cotillier, Joshua	Read: 3/26/2026 3:18 PM	Approve: 3/26/2026 3:22 PM
	Oby, Joe		

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

Contract #16226
Department: Human Services
Vendor: WI Dept of Health Services
Contract Description: Grant Agreement for Opioid & Stimulant Unmet Needs (Res 412)
Contract Term: 9/30/25 – 9/29/26
Contract Amount: \$142,213.00

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

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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2025 RES-412

**ACCEPTING THE OPIOID AND STIMULANT UNMET NEEDS SOR4 FUNDS FROM
WISCONSIN DEPARTMENT OF HEALTH SERVICES
DCDHS – BEHAVIORAL HEALTH DIVISION**

Dane County Department of Human Services (DCDHS) Behavioral Health Division has been awarded funding from the Wisconsin Department of Health Services through the Opioid and Stimulant Unmet Needs SOR4 Grant.

These grant funds total \$142,213. No budgetary change is required as a result of accepting these funds.

NOW, THEREFORE, BE IT RESOLVED that the County Executive and County Clerk, when required, are hereby authorized and directed to sign the agreement on behalf of Dane County.

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435200-G26-13-10 X1**

Bureau of Procurement and Contracting (BPC) Review:

- This agreement requires **Standard** OLC review.
- This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- This agreement uses intergovernmental cooperative purchasing.

Description:

Contains previously approved language changes for Dane county for section 11.B:

B. Responsibility for Law Violations: In the event of any third-party civil action based in whole or in part on a cause of action for damages resulting from the improper use or disclosure of the Confidential Information covered by this Agreement provided to the Grantee by DHS, the Grantee shall be responsible for costs associated with or arising from Grantee's use or disclosure of the Confidential Information in a manner not permitted under State/Federal law, to the extent allowed by Wis. Stat. §§ 893.80, 893.82 and 895.46.

Updated 3/13 to correct Grantee admin information at the request of the agency YAS

Office of Legal Counsel (OLC) Review and Approval:

- This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

Signed by:

Amanda Ross

Name: Amanda Ross

Title: Paralegal

3/13/2026

Date Signed



GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Dane County DSS/HSD/CAA
for
Opioid and Stimulant Unmet Needs SOR4

DHS Grant Agreement No.: 435200-G26-13-10 X1
Agreement Amount: \$142,213
Agreement Term Period: 9/30/2025 to 9/29/2026
GEARS Pre-Packet No: 3195

DHS Division: Division of Care and Treatment Services
DHS Grant Administrator: Jennifer Beer
DHS Telephone: 608-261-6750
DHS Email: jennifer.beer@dhs.wisconsin.gov

Grantee Grant Administrator: Kirstin Holmgren
Grantee Telephone: 608-320-5321
Grantee Email: Holmgren.Kirstin@danecounty.gov
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

Authorized Representative
Name

Title

Signature

Date

Grantee

Entity Name

Authorized Representative
Name

Title

Signature

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: 201 E. Washington Ave., P.O. Box 7850, Madison, Wisconsin 53707-7850.
- B. The Grantee is: Dane County DSS/HSD/CAA
The Grantee's principal business address is: 1202 NORTHPORT DR, MADISON, WI, 537042092

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 1A: Application
- Exhibit 1B: Work Plan
- Exhibit 2: Budget
- Exhibit 3: Special Requirements
- Exhibit 4: CLAS Standards
- Exhibit 5: Harm Reduction Supplies and Services

5. CONTACT INFORMATION

DHS Grant Administrator
Grant Administrator Name: **Jennifer Beer**
Telephone: **608-261-6750**
Email: **jennifer.beer@dhs.wisconsin.gov**

Grantee Grant Administrator
Grant Administrator Name: **Kirstin Holmgren**
Telephone: **608-320-5321**
Email: **Holmgren.Kirstin@danecounty.gov**

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.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

G. As required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the Rehabilitation Act of 1973 (29 U.S.C. § 791 et. seq.), specifically Sections 504 and 508, Section 1557 of the Affordable Care Act (42 U.S.C. § 18116 et. seq.), and the Nondiscrimination in Healthcare Programs and Activities Rule (89 F.R. 37522) published on April 24, 2024, the Grantee must adhere to the specific Federal requirements therein, ensuring that all web content and mobile applications (apps) are accessible to people with disabilities. To meet those regulations, the Grantee must adhere to the Web Content Accessibility Guidelines (WCAG) 2.1 in the fulfillment of the Contract.

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
201 E. Washington Ave., Room A200
P.O. Box 7850
Madison, WI 53707-7850
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.

[FOR US DHHS (CMS/FDA/HRSA/CDC/NIH) GRANT:]In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age

Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

[FOR USDA/FNS GRANT:]In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

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
201 E. Washington Ave., Room E200B
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
201 E. Washington Ave., Room A200
P.O. Box 7850
Madison, WI 53707-7850
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. *Responsibility for Law Violations:* In the event of any third-party civil action based in whole or in part on a cause of action for damages resulting from the improper use or disclosure of the Confidential Information covered by this Agreement provided to the Grantee by DHS, the Grantee shall be responsible for costs associated with or arising from Grantee's use or disclosure of the Confidential Information in a manner not permitted under State/Federal law, to the extent allowed by Wis. Stat. §§ 893.80, 893.82 and 895.46.
- 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) F-00759. 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 any Agreement in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or receipt of funds by the Legislature or federal government or for failure of the Grantee to comply with terms, conditions, and specifications of this Agreement.
- 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:

Reporting Requirements:

Grantee will provide two performance reports with due dates stipulated in writing by DHS.

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. FEDERAL AWARD INFORMATION

DHS Profile Number	533523
FAIN	H79TI087743
Federal Award Date	9/20/2025
Subaward period of Performance Start Date	9/30/2025
Subaward period of Performance End Date	9/29/2026
Amount of Federal Funds obligated in the subaward	\$142,213
Total Amount of Federal Funds obligated	\$142,213
Federal Award Project Description	Wisconsin State Opioid Response 4
Federal Awarding Agency Name (Department)	U.S. Department of Health & Human Services
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listings Number	93.788
Assistance Listings Name	Opioid STR Department of Health and Human Services Substance Abuse and Mental Health Services Administration
Total made available under each Federal award at the time of disbursement	\$17,790,145
R&D?	No
Indirect Cost Rate	5.00%

39. 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: 2026

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date:	GEARS Contract End Date:	Program Total Contract:
13	Dane County DSS/HSD/CAA	10	10/1/2025	9/30/2026	\$142,213

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
533523	OPIOIDSTIMUNMET NEEDSOR4		-	\$142,213	\$142,213	N/A
					\$142,213	

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) Opioid and Stimulant Unmet Needs SOR4		Contract Period Date (DHS contract administrator to fill-in) From: 9/30/2025 Through: 9/29/2026	
Grantee Name – Applicant Agency (as registered with sam.gov, if applicable) Dane County—Dept. of Human Services		Employer Identification Number (FEIN) 39-6005684	Universal Entity Identifier (UEI) M7DYJMKQ9MH7
Street Address 1202 Northport Drive	City Madison	State WI	Zip Code 53704
Grantee Administrator Name – Grant Contract Coordinator Kirstin Holmgren	Phone Number 608-320-5321	Email Address Holmgren.Kirstin@danecounty.gov	
Street Address 1202 Northport Drive	City Madison	State WI	Zip Code 53704
Grantee Fiscal Contact Name Chad Lillethun	Phone Number 608-242-6431	Email Address Lillethun.chad@danecounty.gov	
Area(s) to be Served Dane County		Counties and/or Tribes (list all covered by this grant) Dane County	
Number Served (How many persons will receive services during THIS period, enter N/A if not applicable) Persons Served: 65			
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 Safe Community Coalition of Madison and Dane County	Address 2352 South Park St Ste 302	City Madison	State WI
Agency Name UW Health Compass Program	Address 1102 S Park St	City Madison	State WI
Agency Name Click here to enter text.	Address Click here to enter text.	City Click here to enter text.	State State.
Total Budget Amount Requested (Must match amount on budget template F-01601) \$142,213		Total Dollar Match (If required) \$Click here to enter text.	
Name/Title – Official Authorized to Commit Applicant Agency to this Contractual Agreement Melissa Agard		Date 6/20/2025	
Email Address of Authorized Official contracts@danecounty.gov		Phone Number (608) 242-6200	
<input checked="" type="checkbox"/> This application has been approved by the official authorized to commit applicant agency to this contractual agreement.			

Agency Name: Dane County—Dept. of Human Services
Contract Title: Opioid and Stimulant Unmet Needs SOR4
Contract Period: From 9/30/2025 Through 9/29/2026

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)

The purpose of the Opioid and Stimulant Unmet Needs program under the State Opioid Response 4 (SOR4) grant funding is to increase access to medications for opioid use disorder (MOUD) using FDA-approved medications for the treatment of opioid use disorder, reduce the number of individuals waiting for opioid use disorder treatment, and reduce opioid overdose-related deaths by supporting the continuum of harm reduction, treatment, and recovery support services for opioid use disorder (OUD). This grant funding also supports evidence-based harm reduction, treatment, and recovery support services to address stimulant use disorders and other concurrent substance use disorders.

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)

The project funds gaps in the service systems charged with addressing the treatment and recovery needs of people with OUD. By addressing specific gaps and needs, the project will further the implementation seamless, integrated recovery services for those at high risk for overdose and other harms, and will capitalize on the consumers current motivation for accessing treatment and other recovery supports. Safe Communities' SOR funded Peer Recovery Coaching can begin same or next day peer support services. Through lived experience, shared understanding, respect, and mutual empowerment, Peer Recovery Coaches help people become and stay engaged in the recovery process and reduce the likelihood of relapse and overdose. Harm reduction services in the form of safer-use education and the provision of Narcan and fentanyl test strips are also provided. UW Health Compass Program provides low-barrier, rapid access assessment and intervention services for people using opioids. The service provides walk-in care including for those without health insurance. The Dane County Jail offers an Opioid Recovery Project that is staffed by and APNP and Recovery Support Social Worker. This program in conjunction with the Safe Communities Peer Recovery Coaches in the jail, assist residents with remaining on buprenorphine if they were taking it prior to entering the jail, and initiate Vivitrol injection for people prior to their release. SOR4 funds cover the cost of Vivitrol for about 30 people being release from the jail. The anticipated outcomes of these services include faster access to care, increased service utilization; reduction in service gaps that can result in higher risk of relapse and overdose; high consumer satisfaction, improved treatment retention, and reduction in relapse and overdose.

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)

Data from 2024 indicated a hopeful trend of fewer reported overdoses and fewer deaths. Dane is making process in reducing the number of fatal opioid overdoses. The first 5 months of 2025 saw continued reductions in overdoses initially, then most recently a slight uptick. Madison Police & EMS staff report evidence of increased use of harm reduction and safer use practices. As the availability of naloxone remains high, some people experiencing an overdose are revived via naloxone at the scene and do not involve EMS for fear of police involvement. The DHS Suspected Opioid Overdose Report continues to show lower overdose rates in Jan-May 2025 compared to the two previous years. Despite this encouraging improvement in the number of overdoses and overdose deaths, Public Health Madison and Dane County still issues spike alerts periodically and deaths do continue to occur. With the continued efforts of the community, including the implementation of the services and priorities detailed in this proposal, Dane County will continue to decrease the harmful effects of the opioid epidemic, promote recovery, reduce stigma, and improve the quality of life for Dane County residents.

**OPIOID AND STIMULANT UNMET TREATMENT NEEDS
 FUNDING REQUEST**

Return this completed request to DHSDCTSBPTRFundingOpportunities@dhs.wisconsin.gov.

Tribal Nation or County Name: Dane County

The purpose of the Opioid and Stimulant Unmet Treatment Needs Program under State Opioid Response grant funding is to increase access to the Food and Drug Administration approved medications for opioid use disorder, to reduce the number of individuals waiting for opioid use disorder treatment, and to reduce opioid overdose-related deaths by supporting a continuum of prevention, overdose prevention, treatment, and recovery support services for opioid use disorder. This program also supports evidence-based prevention, overdose prevention, treatment, and recovery support services to address stimulant use disorders and other co-occurring substance use disorders.

Grant funds may not be used by agencies which would deny any eligible person access to their program because of the person's use of Food and Drug Administration approved medications for opioid use disorder. Grantees must assure that people will not be compelled to stop use of a medication for opioid for disorder as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

1. To assure grant maintenance of effort requirements, Tribal nations and counties must report data on the total number of people with substance use disorder served in the prior year. Tribal nations should indicate their data source. Counties must report data from the Program Participation System.

Number of people served with substance use disorder in calendar year **2024** and source of this data.
 886 – Program Participation System Dashboard

Total estimated **dollars** spent serving people with substance use disorder in calendar year **2024**.
 \$5,035,302

2. All Substance Abuse and Mental Health Services Administration (SAMHSA) discretionary grant recipients are required to collect and report data so that SAMHSA can meet its obligations under the Government Performance and Results Modernization Act (GPRAMA) of 2010. **The data collection specified by SAMHSA is a required component of the grant.** Compliance with this requirement will be monitored throughout the performance of the grant. Provide the following information:

Projected Number of Unduplicated Individuals to be Served with Grant Funds	
Service	9/30/2025 – 9/29/2026
Treatment Services*	29
Recovery Support Services*	20
Prevention Services and/or Overdose Prevention Services (if applicable)	0
Total individuals served under treatment and recovery services (These should be unduplicated individuals. For example, if an individual receives treatment services and receives recovery support services, the data collection tool* is only completed once.)	49

*Subject to the data collection tool.

3. Total estimated number of **unduplicated** individuals with opioid and/or stimulant use disorder waiting for services and the date the estimated number was reported.

# Unduplicated Individuals	As reported on (date)	
16	Date:	5/30/25

4. Grantees must use evidence-based treatments, practices, and interventions for opioid use disorder and stimulant use disorders. SAMHSA requires that medications for opioid use disorder be made available to those diagnosed with opioid use disorder. Medications for opioid use disorder include methadone, buprenorphine products, and injectable extended-release naltrexone. Grantees must offer a minimum of two medications for opioid use disorder. **(Offering a referral only without funding to a provider of medications for opioid use disorder does not count as offering a form of medication for opioid use disorder. Grantees must directly fund medication for opioid use disorder services either provided on-site by agency staff or via contract with a provider of medications for opioid use disorder).**

In addition to treatment services, grantees are encouraged to employ effective recovery support services and provide prevention and harm reduction services to support a full continuum of care.

Describe how service delivery models that meet the above requirements regarding medications for opioid use disorder will be implemented. If applicable, describe the current efforts or the planned efforts during the project period to expand access to medications for opioid use disorder by using any of the following:

- Providing a third form of medications for opioid use disorder
- Pursuing additional partnerships with prescribers of medications for opioid use disorder
- Increasing collaboration with provider organizations, carceral settings, etc.

Dane County will fund two of the three FDA approved forms of MOUD utilizing SOR funds. This includes buprenorphine products and naltrexone extended-release injectable suspension (Vivitrol) through UW Health Compass Program, and naltrexone extended-release injectable the Dane County Jail’s Opioid Recovery Project and Re-entry Services. Additionally, Dane County—through its purchase of service partnerships, its BH Resource Center, and its connections to local health care systems and BH treatment services—has developed strong partnerships with prescribers of medications for opioid use disorder.

In addition, SOR funded clinical program partners currently use an array of evidence-based practices in their service delivery. These practices include Motivational Interviewing, overdose prevention strategies, Cognitive Behavioral Therapy, Trauma Informed Care. Care is taken to identify underlying or unaddressed mental health, biomedical and psychosocial concerns that could impede the individual's recovery efforts.

Furthermore, Peer Recovery Coaching (certified peer support specialist services) and case management for substance use treatment are both SAMHSA EBPs.

All of the SOR funded services emphasize the importance of overdose prevention, including overdose reversal education and distribution of naloxone and fentanyl test strips.

Regarding carceral setting, lease see detailed description in response to #11

5. To mitigate the risk of fraud and abuse, while also promoting evidence-based practices, grantees who plan to implement contingency management interventions as part of this grant award will be required to implement contingency management to fidelity. To ensure fidelity to evidence-based practices, staff who will implement, administer, and supervise contingency management interventions are required to undergo contingency management training prior to implementing contingency management. This training will be provided at no cost to grantees through the Promoting Best Practices in Substance Use Disorder Treatment Training Program. Grantees interested in implementing contingency management to fidelity should include incentives in their budget. Individuals may not receive incentives totaling more than \$750 per budget period. The contingency amounts are subject to change.

If applicable, describe what evidence-based practices, such as the Matrix Model and/or the contingency management model, are currently being used or planned to be used to treat people with stimulant use disorders. Indicate if the

recipient would benefit from training and technical assistance related to evidence-based practices for stimulant use disorders.

Given reduced SOR4 funding, the proposed project will not specifically address Matrix and/or contingency management-based treatment for StUD.

6. Describe how people find out about services and what outreach and engagement methods are used to increase access to services.

Dane County will continue to focus on interagency collaboration across a range of services and interventions during this grant period, as well as with referral sources and treatment providers. This approach has helped to increase service utilization and reduce the gaps in a consumers' experience of service.

In addition to interagency collaboration, the direct involvement of the County's BH Resource Center (with its Outreach and Community Education functions), law enforcement, Dane County Emergency Management, emergency medical services, Public Health, DC Jail, and other referral sources will improve individuals' awareness of the services and access to them. The role of Safe Communities' Peer Recovery Coaches and their outreach and marketing to a wide array of consumer groups and referral sources enhances the community's knowledge of our service and programs

7. Describe any service limitations that may exist to meet an individual's needs, as determined by the individual's assessment and level of care.

Residential treatment LOC can be difficult to find in a timely manner. Dane County has worked to expand the range of RSUD providers used in our local system of care to include providers outside of geographic region when necessary. Locally, DCDHS has supported Jesse Crawford Recovery Center's development of a new 40-bed medically monitored residential treatment center in Sun Prairie. JCRC just recently opened June '25), which accepts several insurances and BadgerCare. Through other, non-SOR funding, Dane County continues to fund RSUD tx for uninsured individuals and covers the cost of room and board for people with BadgerCare coverage. None-the-less, the shortage of residential beds is a service limitation.

8. Describe how your program will work to minimize wait list times and how your program intends to overcome any subcontractor, staffing, capacity, or other barrier that contributes to wait list times.

To minimize wait list times, DCDHS is contracting with include the low-barrier, rapid access assessment and intervention services at UW Health's Compass Program. This program can see people on a walk-in basis and provide same day assessment and intervention, including MOUD. The Peer Recovery Coaching provided by Safe Communities is typically available to peers with 1-3 days of first contact. The Jail2Recovery Peer Recovery Coaches begin peer support prior to the person's release from jail, as do the Vivitrol services. DCDHS is no longer using SOR funds with providers that struggled to meet needs, had high staff turnover, or could not address administrative or programmatic obstacles.

9. Identify the unmet treatment service needs and critical gaps in the service system across the population(s) being served.

The general behavioral health provider work force continues to lack diversity despite the strong efforts of the county and our contracted provider network at attract, hire, and retain staff across diverse dimensions of difference. While Dane County is fortunate to have some agencies that have developed strategies for outreach and treatment for specific underserved and underreported populations, those services remain limited in number and still developing. Regarding OUD services specifically, the LGBTQI+ community has access to services, but they rarely tailored or visible and OutReach funding is recent and modest. Aging populations receive some fall-prevention services, but little age-specific SUD programming—older adult outreach is limited. Although some services aim for accessible intakes and disability-specific accommodations in treatment across the county, things like physical access, communication aids, etc. aren't detailed or readily available. For justice-involved people simultaneous SUD and mental health needs not systematically met post-crisis; justice reform advocates call this gap "critical". Many underserved populations face barriers to behavioral health care, including lack of insurance coverage, lack of community-based interventions, unequal access to evidence-based practices, stigma, mental health workforce shortages, and geographical maldistribution of providers.

10. Describe how the population needs will be identified, the strategies, activities, and targeted approach to expanding access to care for these individuals.

Advancing health equity involves ensuring that everyone has a fair and just opportunity to be as healthy as possible. This also applies to behavioral health. In conjunction with quality services, this involves addressing social determinants, such as employment and housing stability, insurance status, proximity to services, culturally responsive care – all of which have an impact on behavioral health outcomes. DCDHS and its partner agencies are increasingly offering bilingual service delivery, particularly in Spanish and Hmong, to facilitate timely access to services. DCDHS contracts with providers who have developed culturally specific services and programs designed to assess and address the specific needs of our diverse population including those who have traditionally been underserved. The BHRC, its Outreach efforts, and its increasingly diverse staff are another aspect of our efforts to promote BH equity. The BHRC has dedicated Spanish- and Hmong-speaking staff available to community members.

The needs of Black people in Dane County will be targeted in part through the focus on services in the carcel setting. In Dane County, the incarceration rate for Black people is 1,400 per 100,000, compared to a national incarceration rate for Black people of 616 per 100,000 – more than double the national rate. The incarceration rate for white people in Dane County is 87 per 100,000, compared to a national white incarceration rate of 187 per 100,000.

11. Describe the plan to provide treatment transition and coverage for individuals currently incarcerated and re-entering communities from criminal justice settings or other rehabilitative settings.

SOR4 Funds will be used in part to support Peer Recovery Coaches in the Dane County Jail who meet with people prior to their release from the jail. The Recovery Coaches provide peer support as the peers prepare for re-entry as well as after their release from jail. The peer support is peer-centered and focused needs and goals of the peer, with an emphasis on the goals/needs related re-entry and recovery. The Recovery Coaches also coordinate with the Jail’s Re-entry Coordinators and the Jail Opioid Recovery Project. The Peer Recovery Coach supports peers in connecting with treatment providers in the community following their release from jail. Examples include supporting people who want a Vivitrol injection just prior to their release from jail in finding a follow-up provider who can continue or modify the MOUD treatment plan. Alternatively, the Recovery Coach may support the peer in establishing treatment with a provider in the county who can provide MOUD and other services to people without insurance. This may include the low-barrier, rapid access assessment and intervention services at UW Health’s Compass Program. All three of these treatment transition and coverage elements (Peer Support, Vivitrol in the jail, UW Health Compass Program) will be funded in part by SOR4 funding. Finally, all of the County’s SOR funded services, and most of the County’s other POS contracts, prioritize referrals from the Dane County jail.

12. If applicable, describe how your program will implement community recovery support services, such as:

- Peer supports.
- Recovery coaches.
- Vocational training.
- Employment support.
- Transportation.
- Recovery Community Organizations.

Peer supports are provided by Recovery Coaches (who are also Certified Peer Specialists) with lived the experience of substance use disorder and/or mental illness. Peer Recovery Coaches actively incorporate peer support into their work with participants. They are supervised by and participate as a member of the agency’s recovery team. Peer Recovery Coaches focus on the needs and goals of the peer. The support is peer-centered and recovery focused, with recovery being defined by the peer. Support includes activities such as outreach to peers; establishing a supportive relationship for recovery; providing information about recovery and community resources; communication with providers and community resources with—and at the direction of—the peer; peer-specific crisis support; facilitating self-directed recovery; active listening; assisting persons in feeling connected to a community of recovery; facilitating recovery support groups.

SOR funded Recovery Coaches are integrated into many of the systems and processes consumers with OUD engage with including emergency medical services, hospital and clinic medical services, law enforcement, jail and court services, treatment services, recovery housing, and so on. Dane County is focusing more on the needs of people in carceral settings this year. A significant portion of the Peer Recovery Coaching effort will focus on people in jail, nearing release and recently released. Peer Recovery Coaches will coordinate with the Reentry Services at the jail and well as the SOR-funded Vivitrol program.

13. Recovery houses/residences are one component of the substance use disorder treatment and recovery continuum of care. While recovery houses/residences vary widely in structure, all are centered on peer support and a

connection to services that promote long-term recovery. Individuals in recovery should have a meaningful role in developing the service array used in their recovery plan. Recovery houses/residences are safe, healthy, family-like, and substance-free living environments that support individuals in recovery from substance use. Substance-free does not prohibit prescribed medications taken as directed by a licensed practitioner, such as pharmacotherapies specifically approved by the Food and Drug Administration for treatment of opioid use disorder as well as other medications with Food and Drug Administration approved indications for the treatment of co-occurring health conditions.

Provide the following information:

- If applicable, describe the mechanism(s) in place to assure that a recovery housing facility/residence supports and provides individuals access to evidence-based treatment, including all forms of medications for opioid use disorder, in a safe and appropriate setting.
- If applicable, describe how recovery houses/residences supported under this grant is an appropriate and legitimate facility (example: state, or other credentialing or certification or an established or recognized model).
- If applicable, describe how the recovery houses/residences supported under this grant will be compliant with Wis. Stat. § 46.234 as a registered facility.

Due to reductions in SOR funding, Dane County is no longer funding recovery housing/residences with SOR grant funds. That said, the County is a partner with Madison Police Dept. on a new project to support recovery housing in Dane County through MPD's federal COSSUP grant. While not SOR-funded, this new effort does maintain the assurances, requirements and standards listed above. A DCDHS BH Resource Specialist (previously funded via SOR) will continue meet with consumers entering recovery housing and provide short term resource navigation, support, warm hand-offs, advocacy and other assistance.

14. If applicable, describe how your program uses and plans to educate the community on overdose prevention and distribute tools such as naloxone and drug checking technologies.

While SOR funds are not specifically supporting DCDHS' community education efforts regarding overdose prevention and the distribution of naloxone and fentanyl test strips. These concepts and activities are integral to all opioid related services, whether SOR funded or not. services. In addition, DCDHS collaborates with Public Health Madison and Dane County, Dane County Emergency Management, law enforcement, emergency medical services, hospital EDs, and community agencies on numerous overdose prevention and stigma reduction initiatives. See for example, Safe Communities "Know Fentanyl" <https://safercommunity.net/knowfentanyl/> and "OAK Box" <https://safercommunity.net/oakbox/campaigns>.

Department of Health Services
 Division of Care and Treatment Services
 F-01601F (12/2025)

STATE OF WISCONSIN

**Budget
 Part 1**

Contract Title: Opioid and Stimulant Unmet Needs SOR4
 Name of Agency: Dane County—Dept. of Human Services
 Contract Period: 09/30/2025-09/29/2026
 Maximum Budget Available: \$142,213
 Grant Funding Source(s): State Opioid Response 4

The information on this page will populate when completing Part 2

Line Item	Annual Line Item Budget	Dollar Amount
A	Salaries	\$ -
B	Fringe Benefits	\$ -
C	Equipment	\$ -
D	Operating Costs	\$ -
E	Supplies	\$ -
F	In-State Travel	\$ 1,308.00
G	Out-of-State Travel	\$ -
H	Consultant and Subcontractor Expenses	\$ 100,396.00
I	Training	\$ 1,050.00
J	Insurance	\$ -
K	Advertising and Public Information	\$ -
L	Consumer / Family Supports	\$ -
M	MOUD Services	\$ 38,379.00
N	Treatment Services: Un-or Under-insured Individuals	\$ -
O	Recovery Support and Harm Reduction	\$ 1,080.00
P	Other	\$ -
Q	Subtotal of Direct Costs (Items A through P)	\$ 142,213.00
R	Indirect Costs	\$ -
S	Total Costs	\$ 142,213.00

Department of Health Services
Division of Care and Treatment Services
F-01601F (12/2025)

Budget
Part 2

STATE OF WISCONSIN

Contract Title: Opioid and Stimulant Unmet Needs SOR4
Name of Agency: Dane County—Dept. of Human Services
Contract Period: 09/30/2025-09/29/2026
Maximum Budget Available: \$142,213
Grant Funding Source(s): State Opioid Response 4

Document In Process

Contract Title: Opioid and Stimulant Unmet Needs SOR4
 Name of Agency: Dane County—Dept. of Human Services
 Contract Period: 09/30/2025-09/29/2026
 Maximum Budget Available: \$142,213
 Grant Funding Source(s): State Opioid Response 4

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		\$ -	0.000%	\$ -
Item 2		\$ -	0.000%	\$ -
Item 3		\$ -	0.000%	\$ -
Item 4		\$ -	0.000%	\$ -
Item 5		\$ -	0.000%	\$ -
Item 6		\$ -	0.000%	\$ -
Item 7		\$ -	0.000%	\$ -
Item 8		\$ -	0.000%	\$ -
Item 9		\$ -	0.000%	\$ -
Item 10		\$ -	0.000%	\$ -
	Position Title	Salary	Fringe Rate	Cost
Item 11		\$ -	0.000%	\$ -
Item 12		\$ -	0.000%	\$ -
Item 13		\$ -	0.000%	\$ -
Item 14		\$ -	0.000%	\$ -
Item 15		\$ -	0.000%	\$ -
Item 16		\$ -	0.000%	\$ -
Item 17		\$ -	0.000%	\$ -
Item 18		\$ -	0.000%	\$ -
Item 19		\$ -	0.000%	\$ -
Item 20		\$ -	0.000%	\$ -
Total Cost (Section B)				\$ -

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.

Contract Title: Opioid and Stimulant Unmet Needs SOR4
 Name of Agency: Dane County—Dept. of Human Services
 Contract Period: 09/30/2025-09/29/2026
 Maximum Budget Available: \$142,213
 Grant Funding Source(s): State Opioid Response 4

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 or more.
- 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	\$ -	\$ -
Item 2		0.00	\$ -	\$ -
Item 3		0.00	\$ -	\$ -
Total Cost (Section C)				\$ -

JUSTIFICATION

- Describe how the costs support the program.

Empty box for justification text.

Process

Contract Title: Opioid and Stimulant Unmet Needs SOR4
 Name of Agency: Dane County—Dept. of Human Services
 Contract Period: 09/30/2025-09/29/2026
 Maximum Budget Available: \$142,213
 Grant Funding Source(s): State Opioid Response 4

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	\$ -	\$ -
Item 2		0.00	\$ -	\$ -
Item 3		0.00	\$ -	\$ -
Item 4		0.00	\$ -	\$ -
Item 5		0.00	\$ -	\$ -
Total Cost (Section D)				\$ -

JUSTIFICATION

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

Empty box for justification text.

Contract Title: Opioid and Stimulant Unmet Needs SOR4
 Name of Agency: Dane County—Dept. of Human Services
 Contract Period: 09/30/2025-09/29/2026
 Maximum Budget Available: \$142,213
 Grant Funding Source(s): State Opioid Response 4

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	\$ -	\$ -
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	\$ -	\$ -
Item 9		0.00	\$ -	\$ -
Item 10		0.00	\$ -	\$ -
Total Cost (Section E)				\$ -

JUSTIFICATION

- Describe how the costs support the program.
- Describe how the unit cost was determined.

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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	\$ -

	Nightly Lodging Rate	# of Nights	Cost
Lodging Reimbursement	\$109.00	12	\$ 1,308.00

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

Total Cost (Section F) \$ 1,308.00

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.

Two nights of lodging costs each for three staff at Peer Recovery Conf and three staff at Opioid, Stimulant, Trauma Summit. 6 staff * 2 nights * 109 = 1,308
 Staff to Peer Conference = Behavioral Health Resource Coordinator, two Peer Support Socialists, Peer Support Services Coordinator
 Staff to OSTs conf = SOR4 grant administrator, Behavioral Health Resource Specialist, BHRC case manager

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 Maximum Budget Available: \$142,213
 Grant Funding Source(s): State Opioid Response 4

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	\$ -
Airfare Cost	\$ -
Lodging Cost	\$ -
Other Cost	\$ -
Total Cost (Section G)	\$ -

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.

Process

Contract Title: Opioid and Stimulant Unmet Needs SOR4
 Name of Agency: Dane County—Dept. of Human Services
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 Maximum Budget Available: \$142,213
 Grant Funding Source(s): State Opioid Response 4

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.)

	Name of Individual Consultant/Contractor	Cost
Item 1		\$ -
Item 2		\$ -
Item 3		\$ -
Item 4		\$ -
Item 5		\$ -

	Name of Agency/Organization Contractor	Cost
Item 6 (Subcontractor 1 - Parts 3 and 4)	SAFE COMMUNITIES COALITION	\$ 90,396.00
Item 7 (Subcontractor 2 - Parts 5 and 6)	UW Health Compass Program	\$ 10,000.00
Item 8 (Subcontractor 3 - Parts 7 and 8)		\$ -
Total Cost (Section H)		\$ 100,396.00

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.

Safe Communities Peer Recovery Coaching: \$66.44/hr staff time, ~29 consumers served, ~6 month (23.46 weeks), ave 2 hrs/wk
 UW Health Compass Program: three-month rate covering MD/APNP medical assessment + two follow-up appt, SUD counselor assessment+ two follow-ups, cost of oral Buprenorphine/Naloxone, limited labs, ~\$1,385 each for 7-8 consumers = \$10,000.

Department of Health Services
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 F-01601F (12/2025)

Budget
 Part 2

STATE OF WISCONSIN

Contract Title: Opioid and Stimulant Unmet Needs SOR4
 Name of Agency: Dane County—Dept. of Human Services
 Contract Period: 09/30/2025-09/29/2026
 Maximum Budget Available: \$142,213
 Grant Funding Source(s): State Opioid Response 4

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	WI Peer Recovery Conference	\$ 450.00
Item 2	WI Opioids, Stimulants & Trauma Summit	\$ 600.00
Item 3		\$ -
Item 4		\$ -
Item 5		\$ -
Total Cost (Section I)		\$ 1,050.00

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.

Item 1: Three staff attending * 150.00 early-bird rate = \$450.00. Item 2: Three staff attending * \$200 = \$600.

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J: INSURANCE

Instructions:

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

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

JUSTIFICATION

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

Empty box for justification text.

Process

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 Grant Funding Source(s): State Opioid Response 4

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		\$ -
Item 2		\$ -
Item 3		\$ -
Item 4		\$ -
Item 5		\$ -
Total Cost (Section K)		\$ -

JUSTIFICATION

- Describe how you arrived at each cost listed.

Empty box for justification text.

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 Maximum Budget Available: \$142,213
 Grant Funding Source(s): State Opioid Response 4

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 Reimbursement Item	Cost
Item 1		\$ -
Item 2		\$ -
Item 3		\$ -
Item 4		\$ -
Item 5		\$ -
Total Cost (Section L)		\$ -

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.

Empty box for justification text.

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F-01601F (12/2025)

Budget
Part 2

STATE OF WISCONSIN

Contract Title: Opioid and Stimulant Unmet Needs SOR4
Name of Agency: Dane County—Dept. of Human Services
Contract Period: 09/30/2025-09/29/2026
Maximum Budget Available: \$142,213
Grant Funding Source(s): State Opioid Response 4

M: MOUD SERVICES - UNINSURED or UNDERINSURED INDIVIDUALS

Instructions:

- List the direct service charges for uninsured OR underinsured individuals with opioid and/or stimulant use disorder.

	Other Cost Item	Cost
Item 1	Medication Costs	\$ 38,379.00
Item 2	Prescribing and/or Monitoring Examinations	\$ -
Total Cost (Section M)		\$ 38,379.00

JUSTIFICATION

- Provide a description of how you arrived at each of the costs.
- Describe the types of medication being purchased.

naltrexone extended-release injectable suspension:
\$1,279.30/dose, ~30 consumers

Process

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 Grant Funding Source(s): State Opioid Response 4

N: TREATMENT SERVICES - UNINSURED or UNDERINSURED INDIVIDUALS

Instructions:

- List the direct service charges for uninsured OR underinsured individuals with opioid and/or stimulant use disorder.

	Other Cost Item	Cost
Item 1	Withdrawal Management	\$ -
Item 2	Residential Treatment	\$ -
Item 3	Outpatient Counseling	\$ -
Item 4	Contingency Management Incentives	\$ -
Total Cost (Section N)		\$ -

JUSTIFICATION

- Provide a description of how you arrived at each of the costs.

Empty box for justification text.

Process

Contract Title: Opioid and Stimulant Unmet Needs SOR4
 Name of Agency: Dane County—Dept. of Human Services
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 Grant Funding Source(s): State Opioid Response 4

O: RECOVERY SUPPORT

Instructions:

- List the direct service charges for individuals with opioid and/or stimulant use disorder.

	Other Cost Item	Cost
Item 1	Case management / wrap-around services	\$ -
Item 2	Peer support or recovery coaching	\$ -
Item 3	Recovery housing	\$ -
Item 4	Employment support	\$ -
Item 5	Data collection incentives	\$ 1,080.00
Item 6	Naloxone and Fentanyl test strips	\$ -
Total Cost (Section O)		\$ 1,080.00

JUSTIFICATION

- Provide a description of how you arrived at each of the costs.

Item 5: \$30 incentive/follow-up interview x 36 clients = \$1,080

Process

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 Contract Period: 09/30/2025-09/29/2026
 Maximum Budget Available: \$142,213
 Grant Funding Source(s): State Opioid Response 4

P: OTHER COSTS

Instructions:

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

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

JUSTIFICATION

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

Empty box for justification text.

Department of Health Services
 Division of Care and Treatment Services
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Budget
 Part 2

STATE OF WISCONSIN

Contract Title: Opioid and Stimulant Unmet Needs SOR4
 Name of Agency: Dane County—Dept. of Human Services
 Contract Period: 09/30/2025-09/29/2026
 Maximum Budget Available: \$142,213
 Grant Funding Source(s): State Opioid Response 4

Q: TOTAL DIRECT COSTS

Total Direct Cost is the sum of total costs from Section A-P. \$ 142,213.00

R: 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 "Base Cost" Amount	Indirect Cost Rate	Indirect Cost Amount
\$ -	0.000%	\$ -

JUSTIFICATION

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

EXHIBIT 3 Special Requirements Services Funded with State Opioid Response (SOR) Grant Funds

A. PURPOSE

This contract is funded by the FY 2024 State Opioid Response (SOR) Grant (Notice of Funding Opportunity No: TI-24-008) from the Substance Abuse and Mental Health Services Administration (SAMHSA). The purpose of this program is to address the public health crisis caused by escalating opioid misuse, opioid use disorder (OUD), and opioid-related overdose across the nation. States and territories are expected to use the resources to: (1) increase access to U.S. Food and Drug Administration (FDA)-approved medications for the treatment of opioid use disorder (MOUD); (2) support the continuum of prevention, overdose prevention, treatment, and recovery support services for OUD and other concurrent substance use disorders; and (3) support the continuum of care for stimulant misuse and use disorders, including those involving cocaine and methamphetamine. With this program, SAMHSA aims to enhance the development of comprehensive strategies related to opioid and stimulant use/misuse and to reduce overdose deaths across America.

B. EXPECTATIONS

Recipients and sub-awardees' use of funds for this program requires evidence-based treatments, practices, and interventions for OUD and stimulant use disorders. SAMHSA requires that MOUD be made available to those diagnosed with OUD. MOUD includes methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone. Medically managed withdrawal (the updated term for detoxification) is not the standard of care for OUD, and is associated with a very high relapse rate, while also significantly increasing an individual's risk for opioid overdose and death if opioid use is resumed. Therefore, SAMHSA does not recognize medically managed withdrawal, when done in isolation, as an evidence-based practice for OUD. If medically managed withdrawal services are provided by SOR recipients or sub-awardees, it must be accompanied by the offer and provision of injectable extended-release naltrexone to protect such individuals from opioid overdose in case of return to use and improve treatment outcomes.

C. REQUIRED ACTIVITIES

Utilize funds to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.

D. ALLOWABLE ACTIVITIES

Project implementation is expected to begin by the fourth month of the start of the grant cycle. Recipients will be required to deliver and implement programs and services as outlined in their fully executed contract. Eligible SOR activities include:

- Implement service delivery models that enable the full spectrum of treatment and recovery support services that facilitate positive treatment outcomes and long-term recovery from opioid and stimulant use disorders.
- Increase access to medications for opioid use disorder (MOUD) using one or more of the FDA-approved medications for the maintenance treatment of opioid use disorder. MOUD includes methadone, buprenorphine products, including single-entity buprenorphine products,

buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.

- Develop and implement evidence-based treatment and recovery support services to address stimulant misuse and use disorders, including cocaine and methamphetamine. Clinical treatment may include outpatient, intensive outpatient, day treatment, partial hospitalization, or inpatient/residential levels of care.
- Implement recovery support services, including but not limited to:
 - Peer supports, including Certified Peer Specialists and recovery coaches,
 - Vocational training,
 - Employment support,
 - Transportation,
 - Recovery Community Organizations, and
 - Recovery Housing. **Note** *Recovery Housing is one component of the substance use disorders treatment and recovery continuum of care. While recovery residences vary widely in structure, all are centered on peer support and a connection to services that promote long-term recovery. Individuals in recovery should have a meaningful role in developing the service array used in their recovery plan. Recovery houses are safe, healthy, family-like substance-free living environments that support individuals in recovery from addiction. Substance-free does not prohibit prescribed medications taken as directed by a licensed practitioner, such as pharmacotherapies specifically approved by the Food and Drug Administration (FDA) for treatment of opioid use disorder as well as other medications with FDA-approved indications for the treatment of co-occurring health conditions. Recipients must describe the mechanism(s) in place in their jurisdiction to assure that a recovery housing facility to receive these funds supports and provides clients access to evidence-based treatment, including all forms of MOUD, in a safe and appropriate setting. Recipients must also describe how recovery housing supported under this grant is in an appropriate and legitimate facility (e.g., state, or other credentialing or certification or an established or recognized model).*
- Provide overdose prevention services, either through support of integrated overdose prevention services singly within treatment settings, treatment providers collaborating with community-based overdose prevention organizations, or through the support of syringe service programs. All overdose prevention services funded under this grant must adhere to federal, state, and local laws, regulations, and other requirements related to such programs or services.
 - Train peers, first responders, and other key community sectors on recognition of opioid overdose and appropriate use of the opioid overdose antidote naloxone,
 - Purchase and distribute opioid overdose antidote reversal medication naloxone, based on the naloxone distribution and saturation plan, and train on its use, and
 - Purchase and distribution of drug checking technologies.
- Provide treatment transition and coverage for individuals reentering communities from criminal justice settings or other rehabilitative settings. Engage with correctional institutions, sheriff's associations, and law enforcement to provide and/or expand MOUD treatment to incarcerated individuals.
- Provide HIV, viral hepatitis, and STI testing as clinically indicated and referral to appropriate treatment provided to those testing positive.
- Develop and implement evidence-based contingency management programs to treat stimulant use disorder and concurrent substance misuse and to improve retention in care. Contingencies

may be used to reward and incentivize treatment compliance. Clients may not receive contingencies totaling more than \$750 per budget period. The contingency amounts are subject to change.

- Work with the Center for Urban Population Health to make use of technical assistance and training resources to assist with the implementation of best practices for individuals with OUD and/or stimulant use disorders.

E. REPORTING REQUIREMENTS

All recipients are required to collect and report certain data.

Government Performance and Results Act-Modernization Act (GPRAMA)

Recipients providing treatment and recovery services are required to collect and report data so that SAMHSA can meet its obligations under the GPRAMA Modernization Act of 2010. Data will be collected via face-to-face interview using the SAMHSA Unified Performance Reporting Tool (SUPRT) at three or four data collection points: baseline, reassessment, annual (if applicable), and at closeout. Recipients will be expected to complete the tools on all clients in their specified unduplicated target number. Recipients should enter their data within 1 day—but no later than 7 days—after the tool is administered.

State Opioid Response/Tribal Opioid Response (SOR/TOR)—Program Instrument

Recipients may also be required to report program-level data on a quarterly basis. The SOR/TOR – Program Instrument will collect measures such as:

- Purchase and distribution of overdose reversal medications,
- Overdose reversals,
- Fentanyl and xylazine test strips purchase and distribution,
- Education of school-aged children, first responders, and key community sectors on opioid and/or stimulant misuse,
- Individuals receiving opioid and stimulant treatment services, and
- Individuals receiving recovery support services.

Programmatic Progress Report (PPR)

Recipients are required to submit programmatic progress reports. Recipients will be notified of the due dates in writing and receive a progress reporting tool to report their data. Recipients will be asked to report on their progress addressing the goals and objectives identified in the contract application, major accomplishments, progress achieved in addressing the needs of high-risk populations, barriers encountered, and efforts to overcome these barriers. Recipients may also be required to report client-level data on elements including but not limited to: services received, types of MOUD received, length of stay in treatment, criminal justice involvement, and housing.

Recipients are also required to comply with all additional data collection requirements of the grant. Recipients shall fully participate in any SAMHSA-sponsored evaluation of the SOR grant program. The submission of these data in the form required by SAMHSA is a requirement of funding. Noncompliance with this requirement may result in restricted access to funding for this year or limited or no access to funding in the future grant year.

The data collection specified by SAMHSA is a required component of the grant; compliance with this requirement will be monitored throughout the performance of the grant and exceptions to data submission will not be made.

F. OTHER REQUIREMENTS

Coordination with Other Federal Programs

If your agency currently receives opioid-related funding from other Federal programs, you must coordinate activities to eliminate duplication of services and programs (I.E., SAMHSA MAT-PDOA, STR, SPF-Rx, PDO, SABG, CDC's Opioid Prevention in States, etc.). The Ryan White HIV/AIDS Program (RWHAP) provides a comprehensive system of care that includes primary medical care and essential support services for people living with HIV who are uninsured or underinsured. Recipients are encouraged to collaborate and coordinate with RWHAP recipients for the provision of HIV care and treatment services, including Hepatitis screening, testing, and vaccination for people living with HIV.

Third Party Reimbursements for the Provision of Services/Health Insurance Enrollment

Recipients must utilize third party reimbursements and other revenue realized from the provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage have been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Recipients are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Recipients should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, recipients are required to implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.

Ensure that all qualified practitioners who serve clients with substance use disorders and are employed by an organization receiving funding through SOR meet the MATE Act Training Requirements as delineated in Section 1263 of the Consolidated Appropriations Act, 2023. For more information on the training requirements and related resources, see <https://www.samhsa.gov/medications-substance-use-disorders/training-requirements-mate-act-resources> and https://www.deadiversion.usdoj.gov/faq/MATE_Act_faq.html.

G. FUNDING INFORMATION.

Restrictions

SAMHSA grant funds must be used for purposes supported by the program during the project period. SAMHSA grant funds may not be used to:

- Only medications approved by the U.S. Food and Drug Administration (FDA) for treatment of opioid use disorder and/or opioid overdose can be purchased with SOR funds.
- Fund services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, ((e.g., HHS, CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA)), and non-federal funds, third party insurance, and sliding scale self-pay among others. SOR grant funds are to be utilized as a payment of last resort. Other funds must be utilized first when available.
- Fund a service which would deny any eligible client, patient, or individual access to their program because of their use of FDA-approved medications for treatment of substance use

disorders. Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. **Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.**

- Fund directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See the following references:

45 C.F.R. § 75.300(a): The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements: Including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

21 U.S.C. §§ 812(c)(10): Schedules of controlled substances

- 21 U.S.C. §§ 841: Prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law. (See 21 C.F.R. § 1301.18)

- Pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.
- Pay for the purchase or construction of any building or structure to house any part of the program.
- Pay for housing other than residential substance use treatment and/or approved recovery housing.
- Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b). However, funds may be used to provide a \$30 non-cash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview and is subject to change. For programs including contingency management as a component of the treatment program, clients may not receive contingencies totaling more than \$750 per budget period. **The contingency amounts are subject to change.**

- Use funds to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
- Pay for meals, as they are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the NOFO (See [HHS Policy on the Use of Appropriated Funds for Food](#)).

H. TERMS AND CONDITIONS

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from the GEARS system, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Department of Health Services (DHS) Division of Care and Treatment Services (DCTS). Recipient must exercise proper stewardship over federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds. DHS may disallow the costs if it is determined, through audit or otherwise, that the costs do not meet the tests of allowability, allocability, reasonableness, necessity, and consistency.

Certification Statement: By drawing down funds, the recipient certifies that the recipient and any sub-awardee have proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer state and federal awards and funds drawn down.

Certification and Licensing: Counties must comply with all local city, county, state and federal requirements for licensing, accreditation, and certification. Tribes must comply with all applicable tribal requirements for licensing, accreditation, and certification for treatment and support services.

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in award termination, or denial of future funding.

I. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

Recipients and subrecipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including:

- [Standard Terms and Conditions](#) for the fiscal year in which the grant was awarded,
- Department of Health and Human Services (HHS) [Grants Policy Statement](#),
- SAMHSA's [Additional Directives](#),
- Requirements of HHS grants administration regulations,
- Requirements of the authorizing statutes and implementing regulations for the program under which the award is funded,
- Applicable requirements or limitations in appropriations acts; and
- Any requirements specific to the particular award

The funding for this grant is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance [2 Code of Federal Regulations \(CFR\) § 200](#) as codified by HHS at [45 CFR § 75](#).

- Executive Pay: The Consolidated Appropriations Act, 2021 (Public Law 116-260), Division H, Title II, Section 202, provides a salary rate limitation. The law limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not

be used to pay the salary of an individual at a rate in excess of Executive Level II, which is \$221,900.

- **Future Funding:** Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the grant is documented and acceptable.
- **Reporting Program Income:** Program income accrued under the award must be accounted for in accordance with 45 CFR Part 75.307, as applicable. Recipient will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their award by the amount of program income earned.

Accessibility Provisions: Recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with federal civil rights laws that prohibit discrimination based on race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes ensuring programs are accessible to persons with limited English proficiency and persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See: <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

Acknowledgement of Federal Funding: As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations, and other documents, such as toolkits, resource guides, websites, and presentations describing the projects or programs funded in whole or in part with HHS federal funds. The recipient must clearly state: 1) the percentage and dollar amount of the total costs of the program or project funded with federal money; and 2) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

Conferences: When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement on all conference materials: *“Funding for this conference was made possible (in part) by (insert grant number) from SAMHSA and the Wisconsin Department of Health Services. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”*

Confidentiality of Alcohol and Drug Abuse Patient Records: The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR 2. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

Supplement Not Supplant: Grant funds may be used to supplement existing activities. Grant funds may not be used to supplant current funding of existing activities. “Supplant” is defined as replacing funding of a recipient’s existing program with funds from a federal grant (2 CFR § 200, Appendix XI).

Mandatory Disclosures: Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub-recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Trafficking in Persons: Awards issued by SAMHSA are subject to the requirements of 2 CFR § 175 and 22 USC 7104(g). For the full text of the award term, go to <http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

J. Sub-awardees

Requirements herein stated apply to any subrecipient, subcontractor or sub-awardee. The recipient (contracting agency) has primary responsibility to take constructive steps to ensure the compliance of its sub-awardees and to monitor the fiscal and performance operations of sub-awardee provided services. The recipient must inform the sub-awardees of the federal award information set forth herein and provide the sub-awardee the appropriate CFDA number.

EXHIBIT 4

Culturally and Linguistically Appropriate Services (CLAS) Standards

All grantees receiving funding from the Wisconsin Department of Health Services (DHS), Division of Care and Treatment Services (DCTS), Bureau of Prevention Treatment and Recovery (BPTR), are required to begin a process of implementing Culturally and Linguistically Appropriate Services (CLAS) Standards. BPTR will guide grantees through a multiyear implementation process. Please see below for background on the CLAS Standards implementation process and requirements associated with this grant.

State and federal guidance

As a state that receives federal funds to serve the residents of Wisconsin in the behavioral health area, DHS is also mandated by federal requirements under laws such as the Affordable Care Act, Civil Rights Act of 1964, and the Americans with Disabilities Act.

In agreements for the provision of services to clients, grantees must comply with all federal civil rights laws applicable to service delivery requirements. The grantee agrees to meet state and federal civil rights compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this agreement. All grantees must submit the appropriate CRC documentation within 15 working days of the award date of the agreement or contract in accordance with the procedures outlined on the DHS website: www.dhs.wisconsin.gov/civil-rights/index.htm.

The Substance Abuse and Mental Health Services Administrations requires implementation of the CLAS Standards.

The National CLAS Standards are a set of 15 action steps developed by the Office of Minority Health at the U.S. Department of Health and Human Services intended to advance health equity, improve the quality of services, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. For more information on the National CLAS Standards, visit: www.thinkculturalhealth.hhs.gov/clas.

CLAS Standards implementation

The goal of CLAS Standards implementation is to introduce CLAS Standards to BPTR grantees and encourage uptake of the CLAS model into grantees' policies, procedures, and practices. The following are BPTR's requirements for implementation upon initiation of an applicable contract.

- Grantees will form or repurpose a team, either at program level or agency level, dedicated to CLAS implementation including agency leadership and governance.
- Grantees are expected to complete the CLAS Standards Assessment Planning Tool to identify the current application of the CLAS Standards within the grantee's program or agency. Contract administrators will ask to review the assessment document during site visits.
- Grantees are expected to complete a corresponding implementation plan based on the results of the assessment, highlighting up to two CLAS Standards to implement. The implementation plan is part of the CLAS Standards Assessment Planning Tool. The grantee's plan is expected to be reviewed and updated each contract year. Contract administrators will ask to review the implementation plan during site visits.

Outcomes for CLAS Standards implementation

- Grantee agencies and program administrators and staff will have an improved understanding of the CLAS Standards.
- Grantee agencies and programs will consider the CLAS Standards when systematic or programmatic changes are made with the grantee agency or program.
- Grantees will show improved application and implementation of CLAS Standards from year to year.
- Grantee programs and agencies will be able to identify specific outcomes resulting from the implementation of CLAS Standards.

Questions related to the implementation of the CLAS Standards can be directed to the BPTR contract administrator who oversees your agency/program contract.

Documents, forms, and other information related to the CLAS Standards implementation requirement can be found at:

- Mental health services providers: www.dhs.wisconsin.gov/mh/index.htm
- Substance use services providers: www.dhs.wisconsin.gov/aoda/partner.htm

EXHIBIT 5

Harm Reduction Supplies and Services

All grantees receiving funds from the Wisconsin Department of Health Services (DHS), Division of Care and Treatment Services (DCTS), Bureau of Prevention Treatment and Recovery (BPTR), are required to follow the Substance Abuse and Mental Health Services Administration (SAMHSA) provided guidance regarding harm reduction supplies and services.

The following are supplies and services that **CAN** be supported with SAMHSA funding:

Life-saving overdose prevention and response services

- Opioid overdose reversal supplies, including the purchase of naloxone and nalmefene
- Substance test kits, including fentanyl test strips and xylazine test strips
- Medication lock boxes and medication disposal kits
- Overdose reversal education and training services
- Distribution mechanisms (e.g., bags or metal boxes/containers) for opioid overdose reversal supplies

Infectious Disease Prevention Services

- Wound care supplies
- Food and Drug Administration (FDA) approved home testing kits for viral hepatitis (i.e. HBV and HCV) and HIV
- Sharps disposal kits
- Education materials on HIV and viral hepatitis prevention, testing, treatment, and care services – including antiretroviral therapy for HCV and HIV, pre-exposure prophylaxis (PrEP), post-exposure prophylaxis (PEP), prevention of mother to child transmission, and partner services
- Referral to hepatitis A and hepatitis B vaccinations (to reduce risk of viral hepatitis information)
- Provision of education on HIV and viral hepatitis prevention, testing, and referral to treatment services
- Education and activities to reduce risk of sexually transmitted infections (STIs), including distributing condoms
- Provision of information on local resources and/or referrals for PrEP

Other Supplies and Services

- Nicotine cessation therapies

The following are supplies and services that **CANNOT** be supported with SAMHSA funding:

- No federal funds can be used directly or through subsequent reimbursement of grantees to purchase pipes or other supplies for safer smoking kits nor syringes or needles used to inject illicit drugs. Grant funds cannot be used to purchase any other drug paraphernalia.
- Sterile water, saline, or ascorbic acid (vitamin C) used to facilitate drug use.
- Any other supplies to promote or facilitate drug use not listed as acceptable above.

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.

(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)

(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 Identifier (UEI), if applicable	

Department of Health Services

Division of Enterprise Services

F-03400 (01/2026)

State of Wisconsin

Attestation of Filing Assurance of Compliance (Form HHS 690)

As a condition of receiving new or continued federal funding from the U.S. Department of Health and Human Services (HHS), on or after April 16, 2025, domestic recipients, subrecipients, and contractors must file an Assurance of Compliance (Form HHS 690) with the HHS Office for Civil Rights (OCR).

This filing requirement aligns with Executive Order (E.O.) 14173 "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," which affirms, amongst other things, that contractual counterparties or grant recipients of federal funds must certify that it does not operate programs that violate any applicable Federal anti-discrimination laws.

In alignment with HHS policy, DHS, as the recipient of HHS funds, must ensure that all subrecipients and contractors receiving federal HHS funds through DHS attest that they have submitted Form HHS 690 to OCR.

By signing below, you certify that your organization has submitted Form HHS 690 to the HHS Office of Civil Rights.

Signature — Official authorized to sign application:

_____ Date signed: _____

For (Name of subrecipient or contractor) (printed):

The HHS grants policy statement includes a required certification of compliance with Executive Order 14168 (Gender Ideology EO). To the extent that HHS attempts to require Dane County to comply with this as a State of Wisconsin subrecipient, this condition has been enjoined in *King County, et al. v. Turner, et al.*, 2:25-cv- 00814-BJR (W.D. Wash.) (August 12, 2025), in which Dane County is a Plaintiff. In the August 12, 2025 Order for preliminary injunction, the U.S. District Court enjoined HHS and its operating divisions and agencies from “imposing or enforcing” the grant conditions referenced in the District Court’s Order or any materially similar new conditions at any stage of the grant-making process, as well as from requiring the plaintiffs to make any “certification” of other representation related to compliance with such conditions, among other conditions. In reliance on the District Court’s Order, Dane County’s acceptance of this grant, submission of invoices, and any future draw-downs in no way reflect acceptance of the condition enjoined in *King County v Turner*. Dane County objects to such condition as vague, unlawful, and unconstitutional, and does not consent to such condition. By virtue of the PI and for so long as the PI or a subsequent order remains in effect, any such nominal reference to the restrained condition shall not result in this condition being imposed or enforced against Dane County even if the text of the inoperative condition remains in the documents executed by Dane County, or incorporated by reference via any digital signature platform, or via any submittal portal, of any kind whatsoever, that may be operated or utilized by HHS.

Certificate Of Completion

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Status: Sent

Subject: *RESEND 2* 533523 - Dane Co - Opioid and Stimulant Unmet Needs SOR4 - 435200-G26-13-10 X1

Source Envelope:

Document Pages: 61

Signatures: 1

Envelope Originator:

Certificate Pages: 6

Initials: 0

Yvette Smith

AutoNav: Enabled

201 East Washington Avenue

Envelopeld Stamping: Enabled

Madison, WI 53703

Time Zone: (UTC-06:00) Central Time (US & Canada)

yvettea.smith@dhs.wisconsin.gov

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Pool: DHS

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Signer Events

Signature

Timestamp

Amanda Ross

Signed by:

Sent: 3/13/2026 2:57:39 PM

amandal.ross@dhs.wisconsin.gov

Viewed: 3/13/2026 3:20:59 PM

Paralegal

Signed: 3/13/2026 3:23:31 PM

Department of Health Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 165.225.59.71

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Melissa Agard

Sent: 3/13/2026 3:23:34 PM

contracts@danecounty.gov

Dane County Executive

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 2/26/2026 11:24:46 AM

ID: 5605489e-6101-4b12-b2e8-47d470764005

DCTS Authorized Signatory

Signing Group: DCTS Authorized Signatory

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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Editor Delivery Events

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Agent Delivery Events

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Intermediary Delivery Events

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Certified Delivery Events

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Carbon Copy Events

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Carbon Copy Events	Status	Timestamp
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<p>DCTS Contracts DHSDCTSContracts@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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Document In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

Consequences of changing your mind

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.

All notices and disclosures will be sent to you electronically

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: DHSCentral@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 DHSCentral@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 DHSCentral@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;
- ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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>.

Acknowledging your access and consent to receive and sign documents electronically

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.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.