

SUBAWARD AGREEMENT

THIS SUBAWARD AGREEMENT ("Agreement") is entered into as of October 25, 2021, by and between MetaStar, Inc., a Wisconsin nonstock corporation ("Prime Recipient"), and Sauk County Public Health, a department of Sauk County, Wisconsin ("Subrecipient"). This Agreement shall govern certain activities and responsibilities to be carried out by Subrecipient on behalf of Prime Recipient, a grantee of the U.S. Department of Health and Human Services Health Resources and Services Administration ("HRSA"). Prime Recipient and Subrecipient may be referred to individually as a "Party" and collectively as "the Parties".

RECITALS

WHEREAS, The United States Department of Health and Human Services Health Resources and Services Administration ("Prime Sponsor") has issued a Notice of Award ("Prime Award") to Prime Recipient for a Rural Communities Opioid Response Program Implementation grant ("Grant Program") for the funding period of September 1, 2021 through August 31, 2024. A copy of the notice of the Prime Award is attached to this Agreement as Exhibit A and incorporated by this reference.

WHEREAS, Prime Recipient desires to implement a Rural Communities Opioid Response Program;

WHEREAS, Subrecipient desires to support Prime Recipient's implementation of a Rural Community Opioid Response Program;

WHEREAS, Prime Recipient desires to grant a "subaward" as defined by applicable HRSA regulations of the Prime Award (the "Subaward") to Subrecipient to provide Sauk County Continuum of Care Consortium ("S4C") with a professional Data Coordinator to serve as manager, content matter expert, and consultant on the public-health related S4C efforts; and to provide various Grant-Program related services and expertise in accordance with the requirements of applicable regulations and guidelines promulgated thereunder and by HRSA, the Notice of Prime Award, as well as other applicable law; and

WHEREAS, certain information required by HRSA and applicable law and regulations is to be included in this Agreement with respect to the Subaward is set forth in the Subaward Data attached hereto as Exhibit B and is incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prime Recipient and Subrecipient hereby agree as follows:

1. **TERM.** This Agreement shall govern the performance of the parties for the period September 1, 2021 (the "Effective Date") through August 31, 2024 unless earlier terminated by either party in accordance with the terms of this Agreement (such period of performance, the "Agreement Term").

2. SCOPE OF SERVICES AND BUDGET; PRIOR APPROVAL FOR CHANGES.

a. **Scope of Services and Budget.** Subrecipient shall, in a satisfactory manner as determined by Prime Recipient, perform all activities described in the scope of services as approved by Prime Recipient and attached hereto as Exhibit C, as may be amended from time to time (the "Approved Services") in accordance with the program budget as approved by Prime Recipient and attached hereto as Exhibit D, as may be amended from time to time (the "Approved Budget"). During the term of this Agreement, Subrecipient shall notify the Prime Recipient of all additional funding received by Subrecipient from other sources that are related to opioid use disorder and/or substance use disorder.

b. **Prior Approval for Changes.** Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Prime Recipient; nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of Prime Recipient.

c. **Key Personnel.** The Prime Recipient contact listed below will be responsible for the overall direction and coordination of the work to be performed under this Agreement and under the Prime Award. All correspondence or notices of a technical or programmatic matter related to this Agreement shall be delivered to the Prime Recipient Contact at the address below. The Subrecipient Contact listed below will be responsible for the organization, management, communication, and performance of the work Subrecipient performs under this Agreement. Any correspondence or notices of a technical or programmatic matter related to this Agreement shall be sent to Subrecipient's Contact at the address below. Either Party may replace its Contact individual at any time for any reason, but must inform the other Party as soon as practicable.

Prime Recipient Contact	Subrecipient Contact
Mona Mathews, MA, PMP Program Manager MetaStar, Inc. 2909 Landmark Place Madison, WI 53713 608-441-8241 mmathews@metastar.com	Heather Rebedew Financial Analyst Sauk County Public Health 505 Broadway, Suite 372 Baraboo, WI 53913 608-355-4308 heather.rebedew@saukcountywi.gov

3. COMPENSATION.

a. **Payment of Funds.** Prime Recipient shall pay Subrecipient in accordance with the Approved Budget attached hereto as Exhibit D. These funds will be paid after submission of an invoice by the Subrecipient for the performance of the Approved Services under this Agreement in an amount not to exceed \$390,703 (the "Total Agreement Funds"). The amount of Total Agreement Funds, however, is subject to adjustment by Prime Recipient if a substantial change is made in the Approved Services that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement as provided in Section 1 above. Program funds shall not be expended prior to the Effective Date, or following the earlier of the expiration or termination

of this Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services and may not exceed the maximum limits set in the Approved Budget. Subrecipient can transfer budgeted funds between budgeted direct cost categories up to twenty-five (25) percent of annual budget without approval from the Prime, subject to the overall limit of Total Agreement Funds. Subrecipient cannot charge for unbudgeted direct cost categories without approval from the Prime. Expenses charged against the Total Agreement Funds shall be incurred in accordance with the Prime Award and the authorizations, restrictions and requirements contained in the Notice of Prime Award and any amendments thereto and other applicable laws, regulations, grant terms and conditions or policies.

b. Invoices. Subrecipient shall submit monthly invoices during the term of this Agreement describing the actual expenditures incurred as compared to the Approved Budget. Subrecipient's invoices shall be in a format that materially conforms to the invoice template in Exhibit G, setting forth actual expenditures of Subrecipient in accordance with this Agreement and include any adjustments made to the Approved Budget during the term of the Agreement. Subrecipient cannot charge Indirect Charges exceeding the lesser of the budgeted amount or 10% of Total Direct Charges on monthly invoice. Each invoice must include the reference to "MetaStar RCORP-Implementation". Subrecipient shall submit its Final Invoice within thirty (30) calendar days following the expiration of termination of this Agreement. Final payment, if any, may be withheld until Subrecipient (1) completion, submission and acceptance by Prime Recipient of all work performed under the applicable SOW, and (2) submission of a final invoice that is clearly marked "FINAL INVOICE".

c. Contingency. The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by Prime Recipient from applicable state and federal funding sources and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Prime Award. If the amount of funds that Prime Recipient receives from state and federal funding sources is reduced, Prime Recipient reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. Prime Recipient also reserves the right to deny payment for Subrecipient's expenditures for Approved Services where invoices and/or other reports are not submitted by the deadlines specified Sections 3(b) above and 4(d) below.

4. FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION.

a. Financial Management. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including but not limited to HRSA Grants Policy Statement, applicable statute, regulations and guidelines, and the Notice of Prime Award. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Prime Recipient if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

b. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. Prime Recipient shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the Prime Recipient's Grant Program activities; (ii) documented by contracts or other evidence of liability consistent with established Prime Recipient and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement including those listed at <https://www.grants.gov/learn-grants/grant-policies/omb-uniform-guidance-2014.html>.

c. Financial and Other Reports. Subrecipient shall submit to Prime Recipient such reports and back-up data as may be required by HRSA or Prime Recipient, including without limitation such reports which enable Prime Recipient to submit its own quarterly financial and annual programmatic reports to HRSA and the reports required in accordance with the following schedule:

Report	Deadline
Final report	Within 60 days of expiration of termination of this Agreement
Reports on expenditures of subcontracted activities	Within 60 days of expiration of termination of this Agreement

All reports shall be submitted to Prime Recipient's contact address identified in Section 16 of this Agreement. This provision shall survive the expiration or termination of this Agreement with respect to any reports which Subrecipient is required to submit to Prime Recipient following the expiration or termination of this Agreement.

d. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of Prime Recipient, HRSA, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the Notice of Prime Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Prime Recipient under this Agreement or any other agreements between Prime Recipient and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

e. Audited Financial Statements. In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the federal audit requirements, including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Prime Recipient and appropriate officials of HRSA, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit

performed for that year by an independent Certified Public Accountant. Subrecipient shall provide Prime Recipient with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

f. Closeout. Final payment request(s) under this Agreement must be received by Prime Recipient no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by Prime Recipient after this date without authorization from Prime Recipient. In consideration of the execution of this Agreement by Prime Recipient, Subrecipient agrees that acceptance of final payment from Prime Recipient will constitute an agreement by Subrecipient to release and forever discharge Prime Recipient, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Subrecipient's obligations to Prime Recipient under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Prime Recipient. Such requirements shall include, without limitation, submitting final reports to Prime Recipient and providing any closeout-related information requested by Prime Recipient by the deadlines specified by Prime Recipient. This provision shall survive the expiration or termination of this Agreement.

5. COOPERATION IN MONITORING AND EVALUATION.

a. Prime Recipient Responsibilities. Prime Recipient shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of Approved Services performed under this Agreement. Prime Recipient has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Prime Recipient may require Subrecipient to take corrective action if deficiencies are found.

b. Subrecipient Responsibilities.

i. Subrecipient shall permit Prime Recipient to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

ii. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Prime Recipient, HRSA, the U.S. Government Accountability Office or the Comptroller General of the United States and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

6. RECORD RETENTION AND ACCESS. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Services under this Agreement (including without limitation personnel, property, financial and medical records) for a period of three (3) years following the date that Prime Recipient makes the last payment to Subrecipient under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Prime Recipient, HRSA, the U.S. Government Accountability Office and the Comptroller General of the United States.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship of Subrecipient to Prime Recipient is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing services under this Agreement on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Prime Recipient, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Prime Recipient. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Prime Recipient and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance and health insurance coverage or assessable payments required under the Patient Protection and Affordable Care Act, P.L.111-148) with respect to such individual performing services under this Agreement on behalf of Subrecipient. This provision shall survive the expiration or termination of this Agreement.

8. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

a. **Compliance with Prime Award and Subaward.** Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Notice of Prime Award attached hereto as Exhibit A, including any amendments thereto; (ii) the Subaward Data attached hereto as Exhibit B, including any amendments thereto; (iii) the Approved Services attached hereto as Exhibit C, including any amendments thereto; (iv) the Approved Budget attached hereto as Exhibit D, including any amendments thereto and (v) the applicable contract provisions for non-federal entity contracts under federal awards attached hereto as Exhibit E (the "Required

Contract Provisions”) (each of (i) – (v) above is hereby incorporated by reference into this Agreement). In addition, Subrecipient shall cooperate fully with Prime Recipient in its efforts to comply with the requirements of the Notice of Prime Award, including any amendments thereto.

b. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws. The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term. The term “federal, state and local laws” shall include, without limitation:

Authorizing Statute, Regulations, and Grant Policy Statements. Subrecipient shall comply with all obligations described in generally applicable public laws and Executive Orders, OMB circulars and the HRSA implementation of them, and specific policies and procedures applicable to discretionary grants and cooperative agreements, including those described in Department of Health and Human Services Grants Policy Statement (<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>).

- i. Administrative Requirements; Cost Principles; Audit Requirements. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HRSA Awards, 45 C.F.R. Part 75;
- ii. Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying set forth in 45 C.F.R. Part 93. If the Subaward exceeds \$100,000, Subrecipient must execute and deliver to Prime Recipient the certification attached hereto as Exhibit F (“Certification Regarding Lobbying”). In addition, Subrecipient shall comply with the applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Subaward were appropriated;
- iii. Covenant Against Contingent Fees. Subrecipient represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, Prime Recipient shall have the right to annul this Agreement without liability or, in its discretion, to offset against amounts it owes Subrecipient under this Agreement or otherwise recover from Subrecipient the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach;
- iv. Suspension and Debarment. Subrecipient represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to

participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Subrecipient further agrees that it will notify Prime Recipient immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov;

- v. DUNS Number/UEI. Subrecipient agrees and acknowledges that Prime Recipient may not grant the Subaward and Subrecipient may not receive the Subaward unless Subrecipient has provided its Data Universal Numbering System (“DUNS”) number and its Unique Entity Identifier (“UEI”), if it has one, to Prime Recipient. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities. The Unique Entity Identifier is the new 12-digit alphanumeric identifier that will be provided by SAM.gov registration to all entities who register to do business with the federal government;
- vi. Federal Funding Accountability and Transparency Act of 2006. Subrecipient agrees to provide Prime Recipient with all information requested by Prime Recipient to enable Prime Recipient to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252);
- vii. Regulations on Nondiscrimination. Subrecipient shall comply with the HRSA regulations on nondiscrimination in HRSA programs or activities receiving federal financial assistance;
- viii. Drug-Free Workplace. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 et seq. and 2 C.F.R. 182, and the applicable HRSA regulations, which require all programs and activities receiving federal assistance to maintain a drug-free workplace;
- ix. Equal Treatment for Faith-Based Organizations. Subrecipient shall comply with the HRSA regulations regarding the equal treatment of religious organizations in HRSA programs;
- x. Pro-Children Act of 1994. In accordance with 20 U.S.C. 6081 et seq., Subrecipient certifies that Subrecipient, its employees, agents, contractors, and subcontractors will not permit smoking in any portion of an indoor facility owned or leased or contracted for by Subrecipient and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18;

- xi. Policies on Limited English Proficient Persons. Subrecipient must have written policies that are consistent with the HRSA Office for Civil Rights policy document, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons;
- xii. Licenses, Certifications, Permits, Accreditation. Subrecipient shall procure and keep current any license, certification, permit or accreditation required by federal, state or local law and shall submit to Prime Recipient proof of any licensure, certification, permit or accreditation upon request; and
- xiii. Other Prime Recipient Agreements. Subrecipient shall fulfill all other agreements with Prime Recipient and shall comply with all federal, state and local laws applicable to programs funded by such agreements.

9. EMPLOYMENT LAWS AND POLICIES.

- a. Non-Discrimination in Employment. Subrecipient shall not discriminate against any qualified employee or applicant for employment because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, genetic information, or disability. Subrecipient shall comply with all applicable provisions of federal, state and local laws prohibiting discrimination in employment.
- b. Salary Limitation. Funds provided to Subrecipient under this Agreement shall not be used in a manner that violates any salary limitations contained in the Prime Award or authorizing legislation.

10. CONFIDENTIALITY; PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION. Subrecipient shall protect and safeguard personally identifiable information created, obtained, or maintained in the course of providing services under this Agreement in a manner that complies with the Notice of Award and all state and federal privacy laws. Subrecipients who meet the definition of a “program” under 42 CFR Part 2, must comply with the confidentiality protections under those regulations. (<https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5;node=42%3A1.0.1.1.2>) Subrecipient Programs must comply with 45 CFR Part 164, HIPAA Privacy Regulations. (https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45cfr164_main_02.tpl) .

11. PUBLICITY; PUBLIC ANNOUNCEMENTS. Subrecipient shall not use the name or insignia of “RCORP MetaStar” or “OUR MetaStar” project in any advertisement, press release, or other publicity without written prior approval of the Prime Recipient. Prime Recipient has the right to acknowledge OUR MetaStar Consortium member support of the work performed under this grant award in public communications. As required by the Notice of Award, acknowledgement of federal funding must be used when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with federal money. Accordingly, Subrecipient shall clearly state: (i) the percentage of the total cost of the program or project which will be financed with federal

money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Further, Subrecipient shall place the following statement on all products produced using HRSA funds:

This [project/publication/website, etc.] [is/was] supported by the Health Resources and Services Administration ("HRSA") as part of a financial assistance award totaling \$1 million with 100 percent funded by HRSA/HHS and \$0 amount and 0 percent funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official view of, nor an endorsement, by HRSA/HHS, or the U.S. Government.

12. ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS:

a. Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

b. Compliance. Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

i. Pursuant to this Guidance, and in addition to any requirements or workplace safety protocols that are applicable because a contractor or subcontractor employee is present at a Federal workplace, Contractor is required to conform to the following workplace safety protocols:

1. COVID-19 vaccination of Contractor and any Contractor employees, except in limited circumstances where an employee is legally entitled to an accommodation;
2. Compliance by individuals, including Contractor and any Contractor employees and visitors, with the Guidance related to masking and physical distancing while in covered contractor workplaces; and
3. Designation by Contractor of a person or persons to coordinate COVID-19 workplace safety efforts at covered contractor workplaces.

c. Subcontracts. Contractor shall include the substance of this clause, including this paragraph c., in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

d. Proof. In the event Subcontractor is to perform services for a non-federal MetaStar customer and such customer requires compliance with all or part of b. of this section 12. as a condition of performance of such services, Subcontractor shall, upon request, provide proof of such compliance to MetaStar. This Agreement may be amended as necessary and appropriate to comply with such customer requirement.

13. INDEMNIFICATION. Subrecipient shall defend and hold Prime Recipient, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.

14. INSURANCE. Subrecipient shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as Prime Recipient may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement. At a minimum, Subrecipient shall maintain during the Agreement Term at least the following types and limits of insurance coverage:

- a. Workers' compensation in amounts no less than required by law;
- b. Employer's Liability Insurance with a limit of \$1,000,000;
- c. Commercial general liability insurance, including personal injury, contractual liability and property damage, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate;
- d. Professional liability insurance on a claims made basis with a limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; and
- e. Umbrella liability insurance with a limit of \$5,000,000 per occurrence and in the aggregate.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name Prime Recipient as an additional insured with respect to Subrecipient's performance of services under this Agreement. Subrecipient shall provide Prime Recipient with certificates of insurance evidencing such coverage within thirty (30) days after execution of this Agreement, which certificates shall provide that Prime Recipient shall receive thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by Prime Recipient pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to Prime Recipient (by a copy provided to Prime Recipient pursuant to the notice provisions set forth in Section 16(f)) immediately upon renewal. Subrecipient's failure to maintain insurance in the form and/or amounts required by Prime Recipient pursuant to this Agreement shall be deemed a material breach of this Agreement and Prime Recipient shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

15. TERMINATION.

a. **By Prime Recipient.** Prime Recipient may, by giving written notice to Subrecipient, terminate this Agreement in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of Section 8 of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by Prime Recipient pursuant to this Agreement; (vi) the submission by Subrecipient to HRSA or Prime Recipient of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to Prime Recipient; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (vi) fraudulent activities on the part of Subrecipient; and (x) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. Prime Recipient may also terminate this Agreement in whole or in part without cause upon thirty (30) days' written notice to Subrecipient.

b. **By Subrecipient.** If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Agreement Term, including without limitation those applied by HRSA in their grants and reimbursements to Prime Recipient, and which thereby become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to Prime Recipient. The effective date of such notice of termination shall be no earlier than thirty (30) days from the date of the notice.

c. **Transfer of Performance Upon Termination.** Upon giving or receiving notice of termination, Prime Recipient may require Subrecipient to ensure that adequate arrangements have been made for the transfer of performance of the Approved Services to another entity or to Prime Recipient, including the reasonable payments of any costs involved in such transfer out of compensation otherwise due Subrecipient under this Agreement.

d. **Disposition of Property.** In the event of any termination of this Agreement, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Subrecipient under this Agreement shall be disposed of in accordance with applicable law.

e. **Liability for Default.** Whether or not this Agreement is terminated, Subrecipient shall be liable to Prime Recipient for damages sustained by Prime Recipient by virtue of any breach of this Agreement by Subrecipient. This shall include, without limitation, liability of Subrecipient for the disallowance by HRSA of the reimbursement of charges submitted by Prime Recipient for services provided by Subrecipient under this Agreement where the disallowance is

in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by HRSA of Subrecipient the amount disallowed must be paid by Subrecipient to Prime Recipient from funds other than those provided by Prime Recipient under this Agreement.

f. Effect on Reimbursement. If this Agreement is terminated by Prime Recipient, Prime Recipient shall reimburse Subrecipient for actual costs incurred up to the date of termination and for any non-cancelable commitments and obligations made prior to the date of notice of such termination. Reimbursement shall be made in accordance with this Agreement.

16. GENERAL PROVISIONS.

a. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin, without giving effect to the conflicts of laws provisions thereof.

b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.

c. Severability. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.

e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without Prime Recipient's prior written consent, which Prime Recipient may withhold in its sole discretion. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from Prime Recipient, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by Prime Recipient prior to its execution.

f. Notices. Notices required by this Agreement shall be made in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as described above shall be effective on the date received. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to Prime Recipient:

Stacey Novogoratz,
Vice President of Healthcare Transformation
MetaStar, Inc.
2909 Landmark Place
Madison, WI 53713
608-441-8252
snovogor@metastar.com

If to Subrecipient:

Heather Rebedew
Financial Analyst
Sauk County Public Health
505 Broadway, Suite 372
Baraboo, WI 53913
608-355-4308
heather.rebedew@saukcountywi.gov

g. Amendment or Modification. Any amendment to this Agreement, including to the Approved Services and the Approved Budget, shall be reduced to writing, signed by an authorized representative of each party, and attached to this Agreement.

h. Counterpart Execution; Facsimile Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other parties by facsimile or other electronic transmission and such facsimile or other electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

MetaStar, Inc.

By:

Signature

Jessica L. Wang

Typed Name

President and Chief Executive Officer

Title

Date

Sauk County Public Health

By:

Signature

BRENT R. MILLON

ADMINISTRATOR

4/12/2023

(Subaward Agreement #1739)

SUBAWARD AGREEMENT

List of Exhibits

Exhibit A	Notice of Prime Award
Exhibit B	Subaward Data
Exhibit C	Approved Services
Exhibit D	Approved Budget
Exhibit E	Required Contract Provisions
Exhibit F	Certification Regarding Lobbying
Exhibit G	Invoice Template

Exhibit A



Department of Health and Human Services Health Resources and Services Administration

Notice of Award
FAIN# GA142910
Federal Award Date: 07/29/2021

Recipient Information

- 1. Recipient Name**
Metastar, Inc.
2909 Landmark Pl Ste 300
Madison, WI 53713-4227
- 2. Congressional District of Recipient**
02
- 3. Payment System Identifier (ID)**
1391332612A1
- 4. Employer Identification Number (EIN)**
391332612
- 5. Data Universal Numbering System (DUNS)**
021112073
- 6. Recipient's Unique Entity Identifier**
- 7. Project Director or Principal Investigator**
Jeffrey Wussow
Business Development Manager
jwussow@metastar.com
(608)441-8264
- 8. Authorized Official**
Jessica Wang
President and Chief Executive Officer
jwang@metastar.com
(608)274-1940

Federal Agency Information

- 9. Awarding Agency Contact Information**
Benoit Mirindi
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
bmirindi@hrsa.gov
(301) 443-6606
- 10. Program Official Contact Information**
Lea Carroll
Project Officer
Office of Rural Health Policy (ORHP)
lcarroll@hrsa.gov
(301) 443-3799

Federal Award Information

- 11. Award Number**
1 GA1RH42910-01-00
- 12. Unique Federal Award Identification Number (FAIN)**
GA142910
- 13. Statutory Authority**
Section 711(b) of the Social Security Act (42 U.S.C. 912(b)), as amended.
Section 711(b)(5) of the Social Security Act (42 U.S.C. 912(b)(5)), as amended; Public Law No. 116-94.
42 U.S.C. §912(b)(5)
42 U.S.C. 912(b)(5) (§ 711(b)(5) of the Social Security Act)
- 14. Federal Award Project Title**
Rural Communities Opioid Response-Implementation
- 15. Assistance Listing Number**
93.912
- 16. Assistance Listing Program Title**
Rural Health Outreach and Rural Network Development Program
- 17. Award Action Type**
New
- 18. Is the Award R&D?**
No

Summary Federal Award Financial Information

- 19. Budget Period Start Date 09/01/2021 - End Date 08/31/2024**
- 20. Total Amount of Federal Funds Obligated by this Action** \$1,000,000.00
 - 20a. Direct Cost Amount
 - 20b. Indirect Cost Amount
- 21. Authorized Carryover** \$0.00
- 22. Offset** \$0.00
- 23. Total Amount of Federal Funds Obligated this budget period** \$1,000,000.00
- 24. Total Approved Cost Sharing or Matching, where applicable** \$0.00
- 25. Total Federal and Non-Federal Approved this Budget Period** \$1,000,000.00
- 26. Project Period Start Date 09/01/2021 - End Date 08/31/2024**
- 27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period** \$1,000,000.00

- 28. Authorized Treatment of Program Income**
Addition

- 29. Grants Management Officer – Signature**
William Davis on 07/29/2021

30. Remarks



Notice of Award
Award Number: 1 GA1RH42910-01-00
Federal Award Date: 07/29/2021

Office of Rural Health Policy (ORHP)

31. APPROVED BUDGET: (Excludes Direct Assistance) ☒ Grant Funds Only ☐ Total project costs including grant funds and all other financial participation				33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)							
				<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2">Not applicable</td> </tr> </tbody> </table>				YEAR	TOTAL COSTS	Not applicable	
YEAR	TOTAL COSTS										
Not applicable											
34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)											
a. Amount of Direct Assistance				\$0.00							
b. Less Unawarded Balance of Current Year's Funds				\$0.00							
c. Less Cumulative Prior Award(s) This Budget Period				\$0.00							
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION				\$0.00							
35. FORMER GRANT NUMBER											
36. OBJECT CLASS 41.91											
37. BHCNIS#											

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:							
a. Authorized Financial Assistance This Period		\$1,000,000.00					
b. Less Unobligated Balance from Prior Budget Periods							
i. Additional Authority		\$0.00					
ii. Offset		\$0.00					
c. Unawarded Balance of Current Year's Funds		\$0.00					
d. Less Cumulative Prior Award(s) This Budget Period		\$0.00					
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION		\$1,000,000.00					

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:							
a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.							
39. ACCOUNTING CLASSIFICATION CODES							
FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE	
21 - 3704147	93.211	21GA1RH42910	\$1,000,000.00	\$0.00	N/A	21GA1RH42910	

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. Effective December 26, 2014, all references to OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75.
2. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
4. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**
You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
5. Grant recipients may be asked to provide their HRSA Project Officer with regular updates on the progress they have made towards completing their work plan activities throughout the period of performance.
6. Grant recipients must identify and coordinate projects with other RCORP grantees working in the same HRSA-designated rural area to ensure there is no duplication of effort and that RCORP funds are maximized.
7. The budget submitted in the application for this award contained a line item for Indirect Costs; however your organization did not provide a current Federally-negotiated indirect cost rate agreement that covers the activities to be funded with the application. Since your organization did not provide an agreement, charges for these funds have been allocated to the "Other" category. In order to claim indirect costs on this award, provide the agreement within 90 days of this Notice and the budget will be revised accordingly.
If the Division of Grants Management Operations is not in receipt of either a Federally-negotiated indirect cost rate agreement or a request to re-budget, funds that were requested for indirect costs may not be used and should appear as an un-obligated balance on the Federal Financial Report (SF425) for this period.

Program Specific Term(s)

1. RCORP-Implementation grant recipients are expected to participate in monthly progress calls with a HRSA Project Officer and HRSA-funded technical assistance provider and respond to inquiries and requests from HRSA staff in a timely manner.
2. RCORP-Implementation consortia must make progress towards completing all prevention, treatment, and recovery core activities outlined in

the Notice of Funding Opportunity during each year of the three-year grant. Note that activities do not need to be completed until the end of the period of performance.

3. For any given staff member, RCORP Implementation grant recipients are not permitted to bill more than 1.0 fulltime equivalent (FTE) across Federal awards. This applies to both the application organization and any consortium member receiving RCORP-Implementation funds.
4. RCORP-Implementation grant recipients are expected to work with HRSA-funded technical assistance provider and evaluator throughout the three-year grant period (and potentially share project updates and information with them after the grant period ends). Additional guidance on the technical assistance and evaluation components of the project will be provided during the period of performance.
5. Purchase or leasing of a mobile unit or vehicle is an allowable cost as long as the unit is exclusively used to deliver, or facilitate transport to, services funded by the RCORP-Implementation grant. The grant recipient must establish both that the vehicle is needed and the cost is reasonable. You may not begin any purchases until you receive HRSA approval and must have contingency plans in place to ensure that delays in receiving HRSA approval of your mobile unit or vehicle purchase do not affect your ability to execute work plan activities and HRSA deliverables on time.
6. RCORP-Implementation grant recipients will be required to submit biannual PIMS reports to HRSA. Data and information included in the report must reflect the activities of all consortium members (not just the lead applicant) and RCORP-Implementation award recipients should ensure that they have adequate staffing and resources devoted to collecting, monitoring, and reporting data/information to HRSA in a timely manner. Additional guidance on the PIMS reports will be provided during the period of performance.
7. RCORP-Implementation grant recipients are required to allocate the award amount over a three-year period of performance.
8. RCORP-Implementation grant recipients must exclusively target rural service areas, as defined by the Rural Health Grant Eligibility Analyzer.
9. Grant recipients must have an assigned Project Director with at least an 0.25 FTE during the entire three-year award period.
10. Grant recipients will provide HRSA with updates on their staffing plans, consortium membership, and other SUD/ODU funding leveraged during the period of performance in order to ensure program compliance. Your HRSA Project Officer will provide more information upon receipt of award.
11. Grant recipients must consult with their assigned HRSA Project Officer and Grants Management Specialist prior to implementing contingency management and submit a prior approval request in EHB. Grant recipients should be able to describe how this activity will improve health care delivery in the rural service area. In general, contingencies may be used to reward and incentivize treatment compliance with a maximum contingency value being \$15 per contingency. Each patient may not receive contingencies totaling more than \$75 per year of their treatment.
12. Grant recipients planning to use grant funds for minor renovations or alterations submit a formal Prior Approval Request in EHBs.
13. Grant recipients must identify and coordinate projects with other RCORP grantees working in the same HRSA-designated rural area to ensure there is no duplication of effort and that RCORP funds are maximized. The HRSA Project Officer will provide more information regarding how to verify there is no duplication of effort upon receipt of award.
14. FY 2021 RCORP-Implementation grant recipients must identify and coordinate projects with other FY 2019 or FY 2020 RCORP-Implementation grantees working in the same HRSA-designated rural area to ensure there is no duplication of effort and that RCORP funds are maximized. Please see the Notice of Funding Opportunity (pp. 30-1) for more information.
15. Grant recipients may use grant funds to purchase telehealth equipment. It is also allowable for a provider to be located in an urban facility, but serving patients in HRSA-designated rural areas through telemedicine so long as the target patient population is exclusively rural, as defined by the HRSA Rural Health Grants Eligibility Analyzer.
16. Grant recipients are expected to send two staff members to attend a 2-3 day meeting. The meeting may be virtual or require travel to the Washington, DC area or another location. Your HRSA Project Officer will provide additional information during the period of performance.
17. Grant recipients must maintain a consortium that meets the requirements outlined in the Notice of Funding Opportunity throughout the entire three-year period of performance. It is the responsibility of the Project Director to inform the HRSA Project Officer if the consortium composition changes such that it no longer meets these minimum requirements.
18. Grant recipients must have an assigned Data Coordinator during the entire three-year award period. The Data Coordinator is a key staff member and must track, collect, aggregate, and report quantitative and qualitative data and information from consortium members to fulfill HRSA's reporting requirements.

Standard Term(s)

1. Your organization must comply with all HRSA [Standard Terms](#) unless otherwise specified on your Notice of Award.

Reporting Requirement(s)

1. Due Date: Within 90 Days of Project End Date

RCORP-Implementation grant recipients must submit a final closeout report. Additional guidance on the Closeout Report will be provided during the period of performance.

2. Due Date: 09/30/2021

RCORP-Implementation grant recipients will be required to submit a three-part Sustainability Plan outlining how they will ensure financial and programmatic sustainability of the project after grant funding ends. Additional guidance on the Sustainability Plan (including templates) will be provided during the period of performance.

3. Due Date: 09/30/2022

RCORP-Implementation grant recipients will be required to submit a three-part Sustainability Plan outlining how they will ensure financial and programmatic sustainability of the project after grant funding ends. Additional guidance on the Sustainability Plan (including templates) will be provided during the period of performance.

4. Due Date: 09/30/2023

RCORP-Implementation grant recipients will be required to submit a three-part Sustainability Plan outlining how they will ensure financial and programmatic sustainability of the project after grant funding ends. Additional guidance on the Sustainability Plan (including templates) will be provided during the period of performance.

5. Due Date: Semi-Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 30 days after end of reporting period.

Grant recipients will be required to submit biannual reports to HRSA documenting progress towards implementing all required core activities and any proposed additional activities. Data and information included in the report must reflect the activities of all consortium members (not just the grant recipient) and award recipients should ensure that they have adequate staffing and resources devoted to collecting, monitoring, and reporting data/information to HRSA in a timely manner.

- March 31, 2022
- September 30, 2022
- March 31, 2023
- September 30, 2023
- March 31, 2024

6. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.

The recipient must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **Effective October 1, 2020, all FFRs will be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

The FFR will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR.

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts**NoA Email Address(es):**

Name	Role	Email
Jeffrey Wussow	Program Director	jwussow@metastar.com
Jessica L Wang	Business Official	jwang@metastar.com
Jeffrey Wussow	Point of Contact	jwussow@metastar.com
Jessica Wang	Authorizing Official	jwang@metastar.com

Note: NoA emailed to these address(es)

Exhibit B

Subaward Data

(i)	Subrecipient Name	Sauk County Public Health
(ii)	Subrecipient Unique Entity Identifier: Subrecipient DUNS#:	1739 076165513
(iii)	Federal Award Identification Number (FAIN):	GA142910
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	7/29/2021
(v)	Subaward Period of Performance Start Date:	9/1/2021
	Subaward Period of Performance End Date:	8/31/2024
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$390,703
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$390,703
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$390,703
(ix)	Federal Award Project Description:	RCORP is a multi-year initiative by HRSA aimed at reducing the morbidity and mortality of substance use disorder (SUD), including opioid use disorder (OUD), in high-risk rural communities. RCORP-Implementation will advance the overall goal by strengthening and expanding SUD/OUD prevention, treatment, and recovery services to enhance rural residents' ability to access treatment and move towards recovery.
(x)	Name of Federal Awarding Agency:	United States Department of Health and Human Services – Health Resources and Services Administration
	Name of Pass-Through Entity: Contact Information for Federal Awarding Official:	MetaStar, Inc. Lea Carroll Project Officer Office of Rural Health Policy lc Carroll@hrsa.gov 301-443-3799

	Contact Information for Prime Recipient Authorizing Official:	Jessica L. Wang President & CEO MetaStar, Inc. 2909 Landmark Place Madison, WI 53713 608-441-8269 jwang@metastar.com
	Contact Information for Prime Recipient Project Director:	Mona Mathews, MA, PMP Program Manager MetaStar, Inc. 2909 Landmark Place Madison, WI 53713 608-441-8241 mmathews@metastar.com
(xi)	CFDA Number and Name:	93.912 Rural Communities Opioid Response-Implementation
(xii)	Identification of Whether Subaward is R&D:	No

Exhibit C

Approved Services

Sauk County Public Health (SCPH) will provide Sauk County Continuum of Care Consortium (S4C) with a professional Data Coordinator. The Data Coordinator will also serve as manager, content matter expert, and consultant on the public-health related S4C efforts. SCPH will provide expertise in the following areas: identification, collection analysis, and presentation of quantitative and qualitative data and information; experienced, effective coalition and interagency facilitation, with a specialty in those related to SUD/ODU prevention and harm reduction; program development, management, and evaluation; grant management and reporting; successful advocating for policy change at the level of municipalities, systems, and organizations; over three years of experience in community and professional training on naloxone administration and overdose death prevention; and the development, planning, implementation, and evaluation of educational campaigns, resource guides, and educational events.

S4C responsibilities specific to SCPH:

- Continue to facilitate SUD/ODU-related coalitions, including the Sauk County ODR Team, the Sauk County P4P coalition, and the to-be-formed recovery support coalition. Coordinate outreach to other community partners as needed to further the goals of the S4C, including increasing the integration of efforts across multiple agencies including healthcare, law enforcement, corrections, EMS, pharmacies, and SUD treatment providers.
- Work with the collaborative groups listed in the bullet above, coordinate the creation, implementation, and evaluation of educational materials, campaigns and events related to prevention, treatment, and recovery, with a minimum of four community educational events or campaigns per year.
- Expand access to training on naloxone administration and overdose death prevention through:
 - The development, provision, and promotion of an asynchronous online training. Outreach to S4C members and other county community partners to explore options to incorporate asynchronous Narcan® trainings into their operations to streamline the training for staff and clients affected by SUD/ODU.
 - Conducting and/or hosting Narcan® Trainer of Trainers events.
 - Continuing to coordinate the distribution of free naloxone to trained individuals.
 - Outreach to local agencies to explore the inclusion of free Narcan® in automated external defibrillator (AED) boxes or other publicly accessible cabinets.
 - Work with agencies, specifically with local law enforcement, to execute naloxone standing orders that enable staff to administer naloxone during a suspected overdose emergency.
 - Work with first responder agencies to develop leave-behind materials for those who survive overdose and their loved ones, including a resource guide to harm reduction services (including Narcan®) and treatment options.
- As facilitator of P4P, coordinate: the promotion of year-round drug take-back options; the dissemination of free drug mail-back envelopes and free at-home drug deactivation kits; the development and/or assessment of organizational policies and/or procedures that would

provide standardized education on safe disposal to clients who use controlled substance prescription medications; and the promotion of evidence-based school- and community-based prevention programs.

- Coordinate Sauk County Overdose Response Teams to reduce barriers to treatment; strengthen collaboration between public health, first responders, and peer support; expand peer workforce and programming; and support the development of recovery communities and recovery coaches.
- Provide aggregate-level data regarding all public health related S4C deliverables, including, but not limited to: demographic data; data on substance use prevalence; number of coalition/team meetings held and number of people who attended; ODR recommendations and their status of implementation; number of educational campaigns/events conducted and number reached; number of changes in policy and procedure; number of Narcan® kits distributed; number of individuals trained in Narcan® administration; number of naloxone Training of Trainers events and participants; number of drug take-back envelopes and at-home deactivation kits disseminated; and number of clients served by Response Teams, and percent of Response Team clients connected to treatment and other services.

Sauk County Department of Human Services (SCDHS) will provide S4C with expertise in case management and treatment of individuals with SUD/OD, including MAT.

S4C responsibilities specific to SCDHS:

- Encourage staff, including Peer Support Specialists and Community Recovery Specialists, to attend a free naloxone Training of Trainers event, to be conducted or hosted by SCPH, and work with SCPH to establish a streamlined procedure for the dissemination of Narcan® to clients and their loved ones.
- Provide input on agency needs regarding screening and referral of individuals at risk for SUD/OD; promote the screening and referral S4C training event(s) to agency staff.
- Expand membership in the SCDHS-facilitated Sauk County Crisis Stakeholder Committee to improve case management of substance use needs within the crisis system and identify and implement changes in policies and practice.
- Lead efforts to increase the number of providers, other health and social services professionals, and appropriate paraprofessionals who are able to identify and treat SUD/OD by: identifying professional development training needs and developing and/or promoting trainings to meet those needs; regularly convening MAT providers to discuss training needs and options for forming a community of practice; work with MetaStar to plan, implement, and evaluate a MAT provider community of practice; train Sauk County and other agency staff on the identification of SUD/OD (for example, train Adult Protective Services staff to identify SUD in older adults).
- Continue to direct the MAT Hub and Spoke model for Sauk County residents.
- Regularly review protocols to optimize reimbursement and explore SBIRT as a model for optimizing reimbursement.
- Provide aggregate-level data on indicators to be determined, such as: number of residents screened for SUD/OD; number of MAT providers; number of individuals receiving MAT services; outcome of MAT services provided; community of practice activity and attendance; number of professional development opportunities hosted and/or developed, and number attended.

Activity	Timeline	Lead	Partner	Progress Indicator	Short-Term Outcome
Provide Education to stakeholders, community members, and consortium members.	Monthly through the end of the contract	MetaStar	Sauk County Public Health	Document activities in project plan each month. Provide updates at the Planning Committee meetings.	Increase the numbers of community and consortium members that receive training related to S4C core activities.
Provide a Data Coordinator for the project.	Throughout the project	MetaStar	Sauk County Public Health	The Data Coordinator will provide data to meet the deliverables as stated in the HRSA Electronic Handbooks (EHB).	Deliverables will be met and entered into the EHB.
Develop and distribute resource guides to the community, stakeholders, and partners.	Starting in year one quarter two of each year of the project. (Dec-Mar)	MetaStar	Sauk County Public Health	Document activities in workplan.	Individuals, families, and caregivers will be able to access and navigate evidence-based affordable treatments for SUD/OD.
Promote peer recovery coach services and develop a referral process.	Start in year one quarter three of the project. (April 2022)	MetaStar	Sauk County Public Health	Document activities in workplan.	Increase awareness and use of peer recovery services. Expand peer workforce and programing.
Enhance peer support for the Overdose Response Teams	Entire project	MetaStar	Sauk County Public Health	Document activities in workplan	Increase peer support available to response
Support the development of recovery communities	Starting year one quarter four. (June 2022)	MetaStar	Sauk County Public Health	Document activities in workplan	Launch a community-based recovery coalition.
Support the recovery community by providing education on sustainment	Starting year two quarter two. (December 2022)	MetaStar	Sauk County Public Health	Document activities in workplan. Develop a sustainment plan for coalition.	Recovery coalition is able to be sustained post grant.

Activity	Timeline	Lead	Partner	Progress Indicator	Short-Term Outcome
Assist the director in developing a sustainment plan	Starting year one quarter two (December 2021)	MetaStar	Sauk County Public Health	Document progress in workplan. Assist the planning committee in the development of the work plan.	Sustainment plan developed and uploaded into the EHB.
Complete quarterly and semi-annual progress reports.	Starting year one quarter two (December 2021)	MetaStar	Sauk County Public Health	Complete progress reports. Update activities in workplan. Submit semi-annual reports to HRSA.	Semi-annual reports are uploaded into EHB.
Attend consortium member meetings	Throughout the project	MetaStar	Sauk County Public Health	Attendance at meetings.	Information is shared with appropriate stakeholders, partners, and community members.

Exhibit D

Applicant Name: Sauk County Public Health

Award Number: HRSA-21-088

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary							
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget			
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)	
1. Year One (9/21-8/22)	93.912					\$0	
2. Year Two (9/22-8/23)	93.912					\$0	
3. Year Three (9/23-8/24)	93.912					\$0	
4.						\$0	
5. Totals		\$0	\$0	\$0	\$0	\$0	
Section B - Budget Categories							
6. Object Class Categories	Grant Program, Function or Activity						Total (5)
	(1)	(2)	(3)	(4)			
a. Personnel		\$87,088	\$81,435	\$83,541		\$252,064	
b. Fringe Benefits		\$37,671	\$34,945	\$35,382		\$107,997	
c. Travel		\$167	\$167	\$167		\$500	
d. Equipment						\$0	
e. Supplies						\$0	
f. Contractual		\$10,000	\$10,000	\$10,000		\$30,000	
g. Construction						\$0	
h. Other						\$0	
i. Total Direct Charges (sum of 6a-6h)		\$134,925	\$126,547	\$129,089	\$0	\$390,561	
j. Indirect Charges		\$47	\$47	\$47		\$142	
k. Totals (sum of 6i-6j)		\$134,972	\$126,594	\$129,137	\$0	\$390,703	
7. Program Income						\$0	

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Page 1 of 1

SF-424A (Rev. 4-92)
Prescribed by OMB Circular A-102

Page 28

Exhibit E

Required Contract Provisions

(Appendix II to Part 75 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)¹

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60.
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

¹ These contract provisions are taken from HRSA’s codification of the Uniform Guidance (45 C.F.R. Part 75). Be sure to check whether the federal awarding agency has adopted its own version of the Uniform Guidance and use the contract provisions required by that version.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. See §75.331 Procurement of recovered materials.

Exhibit F

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned, on behalf of Sauk County Public Health 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 an 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 the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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 the 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.

Sauk County Public Health

By: _____

Date: _____

Name: Heather Rebedew

Title: Financial Analyst

Note that contracts and subawards exceeding \$100,000 must require the contractor or subrecipient to make the certification specified in the federal awarding agency's regulations on "New Restrictions on Lobbying". This certification is taken from HRSA's implementing regulations, 45 C.F.R. Part 93.

Section A - Invoice	
Name	Sauk County Public Health
DUNS	
Invoice Number	
Current Invoice Period	
Award	HRSA-21-008 MetaStar RCORP-Implementation
Invoice Contact	

Section B - Budget Categories				
6. Object Class Categories	Grant Program, Function or Activity			
	Current Invoice	Cummulative	Budget	Remaining Budget
a. Personnel			\$252,064	\$252,064
b. Fringe Benefits			\$107,997	\$107,997
c. Travel			\$500	\$500
d. Equipment			\$0	\$0
e. Supplies			\$0	\$0
f. Contractual			\$30,000	\$30,000
g. Construction			\$0	\$0
h. Other			\$0	\$0
i. Total Direct Charges (sum of 6a-6h)	\$0	\$0	\$390,561	\$390,561
j. Indirect Charges			\$142	\$142
k. Totals (sum of 6i-6j)	\$0	\$0	\$390,703	\$390,703

Section C - Other Charges Description (provide detail for Budget Category Other charges)