

GRANT COOPERATIVE AGREEMENT
Between
Northeastern Wisconsin Area Health Education Center, Inc.
And
Sauk County Health Department

1. PARTIES

- A. The State of Wisconsin Department of Health Services (DHS) is the State agency responsible for overseeing the coordination and integration of social service programs. The DHS principal business address is 1 West Wilson Street, Room 850 Madison, Wisconsin 53703.
- B. Northeastern WI Area Health Education Center, Inc. (NEWAHEC) is a sub-recipient and is engaged in the business of providing goods and/or services desired by the DHS. The Sub-recipient's principal business address is 925 S. 15th Street, Manitowoc, WI 54220.
- C. Sauk County Health Department (GRANTEE) is receiving a subaward and is engaged in the business of providing goods and/or services desired by NEWAHEC. GRANTEE's principal business address is 505 Broadway Street, Baraboo WI 53913.

2. PURPOSE

This grant cooperative agreement (AGREEMENT) and Attachment(s) describe the terms and conditions under which the GRANTEE receives a sub-award from a pass-through entity (NEWAHEC) to carry out part of the DHS grant "Strategic Prevention Framework for Prescription Drugs" (hereinafter, the "prime grant").

3. TERM OF AGREEMENT

The term of this Agreement begins on 9/1/2019 and terminates on 8/31/2020.

Upon satisfactory performance and by mutual agreement of NEWAHEC and the GRANTEE, the AGREEMENT may be renewed up to one (1) additional periods.

4. SUBAWARD

- A. The GRANTEE agrees to provide goods and/or 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 workplan.
- B. A detailed description of the GRANTEE'S objectives and the documentation associated with those objectives are listed in the attached workplan.
- C. NEWAHEC agrees to pay the GRANTEE, according to the terms and conditions of this AGREEMENT and attached program budget, \$50,000. This amount is contingent upon:
 - a. Substantial compliance by GRANTEE of all responsibilities identified in this AGREEMENT, in accordance with State and Federal Laws;
 - b. Compliance by GRANTEE to submit all required monthly, quarterly, mid-year, and end-of year reports;
 - c. Authorization of Wisconsin and Federal laws and availability of State and Federal funds;
 - d. Approval of cost allocation plans and of expenditures for non-expendable personal property by State and Federal cost allocation.
- D. NEWAHEC will not make payments for costs in excess of the AGREEMENT amounts or for costs incurred that are inconsistent with applicable State and Federal allowable cost policies.

- E. A detailed budget breakdown and explanation is included as an Attachment, which is attached hereto and incorporated in this Agreement by reference.
- F. Contract Provisions for Non-Federal entity contracts under Federal awards are subject to 2 CFR Part 200 Appendix 11.

5. **PAYMENT FOR SUBAWARD**

- A. The GRANTEE shall report all allowable costs and shall submit expenditures on the invoice form required by NEWAHEC along with supporting documentation of expenditures to the following email: annies@newahec.org.
- B. Expenditure invoices and supporting documentation should be submitted monthly but no less than quarterly to NEWAHEC, as funds are expended.
- C. NEWAHEC requires seven (7) business days to process and approve all expenditure invoices. For expenditure invoices to be approved, GRANTEE must complete the provided expenditure invoice, the documentation form and provide the necessary copy of receipts of expenditures. Only expenditures that provide the goods/or services accepted as specified through this AGREEMENT will be approved.
- D. Approved expenditure invoices received timely (by the 10th of the month) will be paid within 30 days of receipt. Approved expenditure invoices received after the 10th of the month will be paid within 60 days of receipt. Expenditure invoices greater than \$5,000 (five-thousand dollars) may require an additional 15 days for payment processing.
- E. Payments to the GRANTEE shall not exceed the total AGREEMENT award.
- F. NEWAHEC reserves the right to withhold payment until quarterly, mid-reports or final reports are completed.
- G. If NEWAHEC determines, after notice to the GRANTEE and opportunity to respond, that payments were made that exceeded allowable costs, the GRANTEE shall refund the amount determined to be in excess within 30 days of notification by NEWAHEC. NEWAHEC 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. NEWAHEC reserves the right to recover such excess funds by any other appropriate legal means.
- H. **The final expenditure invoice must be received by September 15, 2020.** Final payment will be made upon acceptance of GRANTEE'S AGREEMENT deliverables according to the workplan and all required reporting.

6. **REPORTING**

- A. The GRANTEE shall comply with NEWAHEC's and DHS' program reporting requirements.
- B. Goods and/or services provided must be communicated to NEWAHEC no less than quarterly through written or verbal communications.
- C. GRANTEE will complete mid-term and final reports provided by NEWAHEC and DHS.
- D. GRANTEE will participate in mid-term and final phone meetings to be scheduled by NEWAHEC.

7. **FEDERAL AND STATE RULES AND REGULATIONS**

GRANTEE shall comply with the following statutes 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 the Department. The GRANTEE shall not be deemed or construed to be an employee of NEWAHEC 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. The GRANTEE agrees that it will comply with all Equal Opportunity Requirements under Title VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Health Service Act; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; the Omnibus Reconciliation Act of 1981; the American with Disabilities Act (ADA) of 1990; the Wisconsin Fair Employment Act and applicable amendments; and other Federal Civil Rights laws listed in the Civil Rights Compliance Plan.
- E. No qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age (USDA-FNS program funding protects political belief or political affiliation when Food Stamp Act funding is received). This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the GRANTEE are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
- F. No qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or term of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. Unless otherwise exempted under Executive Order 11246, as amended, and Section 503 of the Rehabilitation of 1973, or if the GRANTEE is considered to be a Federal GRANTOR, the GRANTEE assures that it will comply with these requirements. All employees of the GRANTEE are expected to support goals and programmatic activities relating to non-discrimination in employment.
- G. All other applicable local, state, and federal, statutes, and regulations, shall supersede jurisdictional statutes with regards to any and all controversies that may arise between the parties of this AGREEMENT.
- H. GRANTEE shall retain all documentation in support of services provided through this AGREEMENT for three (3) years from the expiration of this AGREEMENT.
- I. GRANTEE shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses, to describe the nature of each expense, and to establish relatedness to the AGREEMENT. Such expenses are allowable by the terms of this AGREEMENT and are in accordance with the Public Health Service Grants Policy Statement, dated April 1, 1994, and the applied OMB Cost Principles.

8. FEDERAL AWARD IDENTIFICATION

- A. DHS Profile Number: 533408
- B. Federal Award Identification Number (FAIN): U79SPO22103
- C. Federal award date: 7/25/2019
- D. Subrecipient name: Northeastern WI Area Health Education Center, Inc.
- E. Subrecipient Agency Number: 3918258389
- F. Total amount of Federal funds obligated to the Sub-recipient: \$210,022

- G. Amount of Federal funds obligated by this action be the pass-through entity to sub-recipient: \$50,000
- H. Federal award project description: Substance Abuse and Mental Health Services_Projects of Regional and National Significance
- I. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: U.S Department of Health & Human Services, WI Department of Health Services, Julie A. Willems Van Dijk.
- J. Catalog of Federal Domestic Assistance # and Name (CFDA): 93.243 – Substance Abuse and Mental Health Services_Projects of Regional and National Significance
- K. Is the award R&D: No
- L. Period of performance start and end date: 9/1/2019-8/31/2020

9. MUTUAL INDEMNIFICATION

To the extent authorized under State/Federal laws, NEWAHEC and 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 officers, employees or agents.

10. GENERAL TERMS

- A. This AGREEMENT may be terminated by either party upon sixty (60) days written notice, and in such event reimbursement shall be limited to documented costs incurred prior to termination.
- B. In the event the prime grant from the State of Wisconsin Department of Health Services that supports this AGREEMENT is suspended or terminated, NEWAHEC may, upon receipt of such notice, suspend or terminate, in whole or in part, this AGREEMENT by sending written notice of the same to GRANTEE. Said termination shall be effective immediately.
- C. Neither party shall be held responsible for any delay or failure in performance of any part of this AGREEMENT to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance.
Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this AGREEMENT.
- D. Any changes in this AGREEMENT must be pre-approved in writing by NEWAHEC and no additional payment shall be deemed earned unless NEWAHEC so agrees in writing.
- E. If any controversy or dispute should arise between the parties in the performance, interpretation, or application of this AGREEMENT, either party may serve upon the other a written notice stating that such party desires to have the controversy or dispute submitted to mediation. If the parties cannot agree on the selection of a mediator within 15 days of receipt of the written notice, the mediator shall be selected by the Chair of the Dispute Resolution Section of the State Bar of Wisconsin. Mediation shall be conducted in Milwaukee, Wisconsin or at a location mutually agreed by the parties, in accordance with rules generally applicable to mediation in the State of Wisconsin. In the event that the parties are unable to resolve the controversy or dispute by mediation, either party may commence legal action in a court of competent jurisdiction in the State of Wisconsin. The parties specifically waive any right to file an action in state or federal court.

- F. This AGREEMENT shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, and any and all applicable federal statutes or regulations, without reference to any conflicts of law provisions.
- G. If any provision of this AGREEMENT shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

11. NOTICES

All notices to be given to the parties shall be in writing sent by certified or registered mail, return receipt requested. The notice shall be deemed delivered on the date noted on the return receipt.

Notices shall be addressed as follows:

If to NEWAHEC:

Northeastern Wisconsin AHEC, Inc.
Annie Short, Executive Director
925 S. 15th Street
Manitowoc, WI 54220

If to GRANTEE:

Sauk County Health Department
Sara Jesse
505 Broadway Street
Baraboo, WI 53913

12. ATTACHMENTS

- A. (Included) Sauk County work plan
- B. (Included) Sauk County scope of use of contracted budgeted dollars
- C. (Separate Attachment) Invoice template

GRANT COOPERATIVE AGREEMENT
Sauk County Health Department
for the Strategic Prevention Partnerships for Prescription Drugs

DHS Grant Agreement No.: 435200-G20-3918258389-90 X
CFDA #: 93.243

Grant Administrator: NEWAHEC
Grant Contract Name: Annie Short
Telephone: 920-652-0238
Email: annies@newahec.org

Agreement Term Period: 9/1/2019 to 8/31/2020
Renewals: One additional periods
Agreement Amount: \$50,000

Deliverables

GRANTEE agrees to furnish the following items. A copy of these items will be sent directly to NEWAHEC.

ITEM	DEADLINE
Deliver goods and/or services as outlined in AGREEMENT work plan.	August 31, 2020
Complete quarterly narrative reports with SPF-Rx Coordinator	Quarterly
Complete final narrative reports with SPF-Rx Coordinator	September 20, 2020
Submit expenditure invoices.	No less than quarterly.
Submit final expenditure invoice.	September 20, 2020

NEWAHEC and GRANTEE acknowledge that they have read the AGREEMENT and the attached documents and understand them and agree to be bound by their terms and conditions. Further NEWAHEC and 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. NEWAHEC reserves the rights to reject or cancel this AGREEMENT based on documents that have been altered.

SIGNATURES:

GRANTEE's Authorized Representative Signature
Authorized Representative Name:
Title:

Date Signed

NEWAHEC's Authorized Representative Signature
Authorized Representative Name: Annie Short
Title: Grant Manager

Date Signed

Attachment A.
Sauk County Workplan
Project Period: September 1, 2019 – August 31, 2020

<p><i>Objective: Develop a substance abuse prevention coalition in Sauk County</i></p> <p>Activities:</p> <ul style="list-style-type: none"> • Continue to identify key stakeholders to join the Partnership for Prevention Sauk County Coalition and have at least 8 of the 12 sectors represented. (Sectors include: Youth, parents, schools, healthcare, government, law enforcement, religious, business, civic, media, youth serving organizations, other organizations addressing AODA.) • Facilitate regular meetings of the coalition to address prevention of prescription misuse and abuse and any other drugs identified by the community • Provide development opportunities for coalition members • Attend meetings of the Alliance for WI Youth; Regional prevention trainings and meetings sponsored by DHS and NEWAHEC • Attend meetings convened to discuss SPF Rx
<p><i>Objective: Build capacity of coalition members and staff.</i></p> <p>Activities:</p> <ul style="list-style-type: none"> • Attend AWY regional prevention training March 2020 • Attend quarterly AWY regional meetings • Provide scholarships for members to attend training sessions – coordinating with NEWAHEC as the fiscal agent
<p><i>Objective: Implement the Strategic Prevention Framework (SPF) and identified strategies to address Rx and other substance abuse in Sauk County.</i></p> <p>Activities:</p> <ul style="list-style-type: none"> • Work with SPF Rx coordinator (Dorothy Chaney) to implement the SPF in the coalition work in Sauk County, and implement strategies from developed logic model to prevent prescription drug misuse and abuse.
<p><i>Objective: Implement the Dose of Reality campaign in Sauk Co.</i></p> <p>Activities:</p> <ul style="list-style-type: none"> • Work with Chaney Marketing Group to plan and implement the marketing strategy in Sauk County • Work with SPF RX coordinator and Chaney Marketing Group to adapt and produce printed materials for distribution in Sauk County – based upon Dose of Reality campaign • Work with SPF Rx coordinator on all implementation and evaluation components of Dose of Reality campaign
<p><i>Objective: Evaluate and reporting</i></p> <p>Activities:</p> <ul style="list-style-type: none"> • Work with SPF-Rx coordinator to complete reporting required by DHS for SPF-Rx grant. • Develop an evaluation plan to regularly monitor and report on process, outcomes, and impacts.
<p><i>Objective: Sustainability</i></p> <p>Activities:</p> <ul style="list-style-type: none"> • Develop a sustainability plan to ensure continuation of efforts beyond the SPF-Rx grant.

Attachment B.
Sauk County Scope of Use for Contracted Budgeted Dollars
Project Period: September 1, 2019 – August 31, 2020

Sauk County Health Department

Dollars must be used to support the implementation of the attached workplan. Dollars can be allocated to the following categories:

- Salaries and Fringe Benefits
- Equipment
- Operating Costs (i.e. copies, postage, etc.)
- Supplies
- In-State Travel
- Out-of-State Travel
- Consultant & Contractual
- Training
- Advertising
- Other costs
- Indirect costs

NEWAHEC

NEWAHEC has allocated dollars to cover the following items for implementing the attached workplan. These dollars are above and beyond the contracted dollars to Sauk County Health and Human Services.

- Funds to cover at least four people from Sauk County to attend state trainings.
- Approximately \$250 for meeting materials.
- Funds to cover the implementation of the Dose of Reality Campaign including billboards, social media, and printed materials.