

## SUBAWARD AGREEMENT

This Subaward Agreement ("Agreement" is entered on the subscribed day by the **West Allis Fire Department** ("Recipient"), 7332 West National Avenue, West Allis, WI 53214, and **the Medical College of Wisconsin** ("Subrecipient"), 8701 Watertown Plank Road, Milwaukee, WI 53226.

1. **PURPOSE OF AGREEMENT**: On behalf of the Recipient, the Subrecipient shall carry out part of Office of Justice Program (OJP) Award Number: 15PBJA-21-GG-04560-COAP under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program ("OJP Award").
2. **TERM OF AGREEMENT**: The term of the Agreement shall be from October 1, 2024, through September 30, 2025.
3. **FEDERAL AUTHORIZATION**: The Subrecipient is authorized to enter into this Agreement because the Recipient included a sufficiently detailed description and justification of the proposed subaward to the Subrecipient in the application as approved by the Office of Justice Programs.
4. **DUTIES OF SUBRECIPIENT**: The Subrecipient shall provide the services identified in the scope of work attached and marked as Exhibit A. In addition to the services identified in Exhibit A the Subrecipient shall:
  - a. Provide appropriate progress reports and financial reports to the Recipient.
  - b. Be accountable to the Recipient for how it uses the federal funds provided under the subaward, including but not limited to compliance with the Subrecipient Monitoring Procedures attached and marked as Exhibit B.
  - c. Follow applicable federal rules regarding financial management, internal controls, cost principles, and audit requirements.
  - d. Collect and provide performance data for the Recipient to include in its reports to OJP.
5. **PAYMENT FOR SERVICES**: In consideration for carrying out part of the OJP Award in accordance with this Agreement, the Recipient agrees to pay the Subrecipient no more than \$49,320.00 in accordance with the payment schedule in Exhibit A.  
Payment will be made on a reimbursement basis, upon approval of quarterly Sub-recipient Reimbursement Forms (Exhibit C) submitted to the Recipient
6. **SUBRECIPIENT MAY NOT PROFIT**: The Subrecipient may not earn a profit in carrying out its part of the OJP Award described in this Agreement.
7. **FEDERAL REGISTRATION**: The Subrecipient shall acquire and provide to the Recipient the unique entity identifier required for registration in the federal System for Award Management. The Recipient shall report this subaward to the FFATA Subaward Reporting System, and otherwise comply with the other Award Conditions.
8. **COMPLIANCE WITH OJP AWARD CONDITIONS**: The Subrecipient shall comply with all the conditions and restrictions that apply to the OJP Award to the Recipient. The Subrecipient must comply with the requirements that apply to all recipients under the Part 200 Uniform Requirements. The Recipient shall monitor the Subrecipient for compliance with this paragraph. The Subrecipient's requirement to comply with all applicable conditions and restrictions included in the OJP award includes:

- a. General appropriations-law restrictions on use of federal funds.
- b. Requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons.
- c. Restrictions on "lobbying".
- d. Restrictions on nondisclosure agreements.
- e. Compliance with 28 C.F.R. Part 38 (pertaining to civil rights and nondiscrimination).
- f. Compliance with 28 C.F.R. Part 42 (pertaining to civil rights and nondiscrimination).
- g. Compliance with applicable laws and official Department of Justice guidance governing the use of federal funds for expenses related to conferences (as that term is defined by the DOJ).
- h. Reporting of potential fraud, waste, and abuse, and similar misconduct to the DOJ Office of the Inspector General.

9. ASSIGNMENT: Subrecipient may not assign this Agreement nor delegate any duties herein.

10. RESOLUTION OF DISPUTES: Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation. If such efforts fail to resolve the differences, prior to the commencement of legal action, the parties will attempt to resolve the issues through mediation conducted in Milwaukee County, State of Wisconsin, by a Wisconsin mediator chosen by agreement of the parties. The parties shall share equally in all costs associated with mediation.

11. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

For the mutual consideration described in the provisions of this Agreement, the parties hereto agree to those provisions through the signatures, below, of the parties and/or persons who have the authority to bind the parties to this Agreement:

**WEST ALLIS FIRE DEPARTMENT:**

**MEDICAL COLLEGE OF WISCONSIN:**

\_\_\_\_\_  
**Jason Schaak, Assistant Chief**

\_\_\_\_\_  
**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## EXHIBIT A

### Scope of Work – Medical College of Wisconsin

We are requesting \$49,320 for a sub-award to the Medical College of Wisconsin (MCW). MCW's Department of Emergency Medicine (EM) will serve as the site for primary evaluation and data analysis, and secondary site for the management of community-based activities and service delivery. Dr. Hernandez-Meier will serve as Co-Investigator on the overall project and Site PIs for this sub-award. Dr. Hernandez-Meier will oversee study staff and direct operations at the MCW site: Drs. Weston, Ms. Kovacevic. Dr. Hernandez-Meier has participated extensively in the conceptualization of the project, methods and application for funds and has been lead applicant on two prior DOJ awards (NIJ & BJA) and two SAMHSA awards that will partner closely with the work being proposed. The MCW will maintain constant communication with Assistant Chief Jason Schaak, the project team, and the West Allis Fire Department (WAFD) and will participate in regular in-person meetings.

MCW will take the lead on communication with and oversight of Froedtert hospital activities, including development of referral workflows or abstraction of relevant evaluation data. MCW will take the lead on carrying out the project goal related to policy analysis to determine barriers and facilitators to first responders initiating buprenorphine at point of patient engagement. MCW will review policy, literature, and first responder scope of practice. MCW will lead surveying of local first responders to identify barriers and facilitators to first responder provision of substance use disorder treatment. MCW will lead the development and dissemination of any resulting policy briefs, recommendations for best practices standing operating protocols.

MCW will take the lead MCW will also take the lead on the investigation and primary analysis of data related to the evaluation of project efforts. This includes developing survey and other data collection instruments related to project outcomes. MCW will also take the lead on securing, purchasing, and maintaining any necessary secondary data sets related to health outcomes, including negotiating and drafting of data use agreements and processing administrative documentation for purchases. MCW staff will engage in data interpretation conversations with the WAFD and will take the lead on drafting and disseminating study results via national conferences, peer-reviewed journal articles, and other dissemination outlets. MCW staff will also engage in outreach with local- and state-level first responder stakeholders to understand broader implications of study results and recommendations. Dr. Hernandez-Meier will lead efforts to manage the budget, comply with institutional policies, draft contracting agreements, process internal documents and assist with other administrative duties related to the project.

#### **The Medical College of Wisconsin (MCW)**

**Total MCW Project Period: 10/1/2024 through 9/30/2025**

#### **A. MCW Personnel: Total Request: \$31,618**

**MCW Year 4: Overall Salaries and Wages**

#### **Senior/Key Personnel**

<b>Position Title</b>	<b>Personnel</b>	<b>Effort</b>	<b>Months</b>	<b>Salary Requested*</b>	<b>Fringe Requested**</b>	<b>Amount Requested</b>
<b>Site PI/Co-Investigator/Evaluator</b>	Jennifer Hernandez-Meier, PhD, MSW	<b>8%</b>	<b>12</b>	\$9,345	\$1,392	\$10,737
<b>Co-Investigator</b>	Benjamin Weston, MD	<b>4%</b>	<b>12</b>	\$8,963	\$1,335	\$10,298
<b>Research Coordinator</b>	Hannah Kovacevich	<b>14%</b>	<b>12</b>	\$8,446	\$2,137	\$10,583

\*DOJ's salary cap of \$219,230 (110% of 2021 Federal salary cap of \$199,300) was applied to Drs. Weston

\*\* MCW Fringe rate: 14.9% for faculty and 25.3% for staff. See Section B below.

The program team is comprised of experts in the science of pain management, substance use disorders, paramedic and ED service delivery, mental and behavioral health, and preventative hospital- and community-based programming, within harm-reduction paradigms. All Co-investigators will play an active role in the design and implementation of the program, in-process evaluation and course correction, analysis and interpretation of outcomes, and dissemination of the program's main findings.

**Jennifer Hernandez-Meier, PhD, MSW, Site Principal Investigator, Co-Investigator, and Evaluator (8% FTE, Year 4)** is an Assistant Professor of Emergency Medicine in the School of Medicine at MCW. Dr. Hernandez-Meier received her BS in Psychology and a Certificate in Criminal Justice from the University of Wisconsin-Madison. She received her Master's in Social Work from the University of Wisconsin-Milwaukee, with specializations in double methods (macro and clinical) and behavioral/physical health. She received her PhD in Social Work from the University of Wisconsin-Milwaukee. As a Research Scientist and Assistant Professor at MCW for 8 years, she is experienced in managing and leading projects in the PI/Program Director role. She has served as PI for two DOJ grants (2014-IJ-CX-0110, 2016-AJ-BX-K042), and is Site PI and Evaluator on a current COSSAP grant with the West Allis Health Department (2018-AR-BX-K106) that aims to investigate the feasibility of translating the Cardiff Model for Violence Prevention to the United States, as well as its utility for addressing the intersection of violence and opioid and substance misuse.

She has received funding for two SAMHSA State Opioid Response (SOR) projects in partnership with the Wisconsin Department of Health, which developed and is now implementing a novel ED-based buprenorphine induction program at the Froedtert Health system that will collaborate with the MAAP team for the proposed project. In addition, Dr. Hernandez-Meier is currently Contact PI on an NIH NINDS HEAL Initiative Early Phase Pain Investigation Clinical Network (EPPIC-Net) grant (1U24NS115679-01; \$889,613). EPPIC-Net will provide a robust and readily accessible infrastructure for carrying out in-depth phenotyping and biomarker studies in patients with specific pain conditions, and the rapid design and performance of high-quality Phase 2 clinical trials to test promising novel therapeutics for pain. MCW serves as the Hub for five spoke clinical trial sites across the country, including Chicago, Texas, and Indiana.

Dr. Hernandez-Meier has also overseen and managed all aspects of many research projects, including pre-award activities, IRB, the budget, progress reporting, subcontracting, internal requirements, and dissemination activities, including DOJ/BJA grants.

**Duties and Responsibilities:** Dr. Hernandez-Meier will serve as Co-Investigator, Site Principal Investigator, and Evaluator of the project. She will focus on overall grant management and administration on the MCW side, including contracting between MCW and WAFD, overseeing the budget, and advising on progress and final reporting to BJA. She will ensure coordination between her current BJA COSSAP grant, and SAMHSA SOR funding for an ED-based buprenorphine program, as well as other local BJA- and federally-funded projects, and the proposed project to maximize access to MAT in Milwaukee County while ensuring that services are not duplicated across projects and programs.

Dr. Hernandez-Meier will take the lead on carrying out Goal #4: Complete a policy analysis to determine barriers and facilitators to first responders initiating buprenorphine at the point of patient engagement. She will work with WAFD and Dr. Weston, to review the literature regarding first responder provision of substance use disorder treatment, specifically MAT. She will also review policies and legislation related to the current practice and scope of Wisconsin and Milwaukee County for first responders. She will take the lead on identifying barriers and facilitators to first responder provision of substance use disorder treatment, including surveying local first responders to assess demand for first responder ability to provide MAT and perceived barriers and facilitators for first responders engaging with MAT and substance use disorder treatment and outreach more broadly. She will develop and disseminate policy briefs targeted at relevant audiences work with the team to develop recommendations

for best practice, and standing operating protocols, and engage in discussions related to changes in the scope of practice if supported by local first responders, and the literature and policy analysis.

Dr. Hernandez-Meier will also serve as the program's Evaluator. She will lead the development and execution of a rigorous evaluation plan that aligns with the goals and objectives of the project, will ensure the fidelity of methods, and will lead activities related to the analysis, interpretation, and dissemination of evaluation findings. She will secure any required institutional and human subjects' approval to carry out the proposed program activities. She will work with Assistant Chief Schaak and the MAAP team to develop an effective plan to receive patient consent and collect relevant evaluation outcomes, including building data collection variables into the customizable software that WAFD already uses for service delivery and abstraction of relevant health outcomes from WAFD software and medical records (e.g., overdose, health care utilization). She will engage in regular meetings with the MAAP team to review and monitor data collection and outcomes and will engage with strategy development to ensure that the project meets or exceeds proposed data collection metrics. She will work with MAAP to disseminate findings at relevant first-responder venues, including conferences, journal articles, educational materials, and policy briefs.

**Benjamin Weston, MD, Co-Investigator & County EMS Medical Director (4% FTE, Year 4)**

Dr. Weston is an Associate Professor in the Department of Emergency Medicine MCW. He serves as Director of Medical Services for the Milwaukee County Office of Emergency Management (OEM), overseeing medical services for the 15 fire departments throughout the county, including West Allis Fire Department and other suburban departments that MAAP will partner with for distribution of first responder education on engaging with substance use disorders. He is the Associate Program Director for the ACGME Emergency Medical Services Fellowship Program. He practices clinically in the emergency department at Froedtert Hospital.

Dr. Weston received his baccalaureate degree at Lawrence University, his medical degree and his master of public health from the University of Wisconsin School of Medicine and Public Health, and completed his emergency medicine residency at Hennepin County Medical Center. Dr. Weston is dual board-certified in Emergency Medicine as well as Emergency Medical Services by the American Board of Emergency Medicine after completing his Emergency Medical Services Fellowship at the Medical College of Wisconsin. He previously served as Medical Director for the Kenosha Fire Department.

**Duties and Responsibilities:** As Director of Medical Services for the Milwaukee County OEM, and overseeing the WAFD and all county Departments, Dr. Weston will work with the MAAP to ensure that service delivery is within best clinical practice guidelines and is adequately delivered to clients.

Dr. Weston will co-author the first responder educational package, legal documents, operating guidelines, and other necessary materials required for integrating the first responder training into OEM. He will serve as a champion of the program at the Milwaukee County level and will ensure that the MAAP team adequately collaborates with any other first responder teams in Milwaukee County—including potentially other COSSAP-funded programs—to deliver comprehensive, unduplicated services. For the buprenorphine induction feasibility goal, Dr. Weston will assist Dr. Hernandez-Meier and WAFD with reviewing the literature within the current practice and scope of Wisconsin and Milwaukee County. He will review identified policies, barriers, and facilitators with the team develop recommendations for best practices, and engage in discussions related to changes in the scope of practice if supported by the literature and policy analysis.

**Hannah Kovacevich, Clinical Research Coordinator (14% Effort, Year 4).** Hannah Kovacevich is a Research Project Coordinator in the MCW EM Department. She has worked with Dr. Hernandez-Meier for over 3 years to develop, implement, and evaluate ED-, EMS- and community-based opioid prevention interventions. She currently collaborates with all members of the team on various substance and EMS projects, including a clinical trial to optimize intubation in EMS care. Hannah has a Master's Degree in Global Public Health from MCW (2023), and a Bachelor of Science in Public Health from the University of Wisconsin - La Crosse (2020) where post-graduation she completed a preceptorship with a substance misuse

coalition in La Crosse, WI which gave her experience and knowledge on how Opioid Use Disorder affects the population and the community's role in and enhancing prescription drug safety measures through harm reduction. Other experience includes grant writing assistance at the La Crosse County Health Department, training in motivational interviewing, and one-year work experience at a non-profit health clinic as a Population Health Specialist in Milwaukee where she was able to interact with some of Milwaukee's most vulnerable populations to identify health care barriers in efforts to improve primary health needs. Additionally, she complied with federal, state, and local HIPAA regulations.

Duties and Responsibilities: The Clinical Research Coordinator will be directly overseen by Dr. Hernandez-Meier and will assist with data collection and evaluation activities. She will be responsible for the maintenance and protection of research files. She will also work with Dr. Hernandez-Meier and other team members to ensure compliance with institutional, state, and federal human subjects protections. She will assist Dr. Hernandez-Meier with the execution of the evaluation plan, including data cleaning, analysis, and dissemination.

**B. MCW Fringe Benefits: \$4,864**

The current fringe benefit rate for faculty of the Medical College of Wisconsin is 14.9% and 25.3% for staff.

We are requesting the following amounts per year:

Year 4: \$4,864

**C. MCW Travel: None**

**D. MCW Equipment: None**

**E. MCW Supplies: None**

**F. MCW Construction: None**

**G. MCW SubAwards: None**

**H. MCW Procurement Contracts: None**

**I. Other MCW Costs: None**

**J. Total MCW Direct Costs: \$**

Year 4: \$31,618

**Total MCW MTDC: \$**

Year 4: \$31,618

**K. Total MCW Indirect Costs (on MTDC): \$**

Year 4: \$17,706

The rate of 56% for facilities and administrative (F&A) costs and general overhead costs is applied based on the federally negotiated rate for the Medical College of Wisconsin.

**L. Total MCW Year 4 Project Costs: \$49,320**

## **EXHIBIT B**

### **SUBRECIPIENT MONITORING**

As a condition of award acceptance, the Recipient must monitor the activities of the Subrecipient as necessary to ensure that the subaward is used for authorized purposes in compliance with Federal laws, regulations, and the terms and conditions of the subaward and that the subaward performance goals are achieved (See 2 C.F.R. 200.331(d)).

The Subrecipient understands and agrees to Recipient's ongoing verification and/or imposition of the following:

1. That the Subrecipient's Scope of Work is completed in a timely and satisfactory manner.
2. That timely Subrecipient Reimbursement Forms (Exhibit C) will be submitted for review and approval
3. That sufficient progress is accomplished in the Subrecipient's Scope of Work in relation to the invoices/Reimbursement Forms submitted.
4. That costs included in the Subrecipient's invoices/Reimbursement Forms are reasonable, allowable, allocable, and properly documented.
5. That Subrecipient invoices/Reimbursement Forms are submitted in a timely manner and that invoices are accurate.
6. That costs on a cost-reimbursable project have been charged based upon actual expenses, rather than an allocation of the budget. (For example, billing exactly 1/12 of the budget per month is usually not allowable.)
7. F&A costs have been calculated correctly.
8. Cost-sharing requirements are being met and reported regularly throughout the life of the Subaward.
9. Cost-reimbursable invoices identify current period and cumulative expenses.
10. Fixed price invoices identify deliverables/tasks which are being billed, award amount for each deliverable/task, and timeline/due dates (if any) for the deliverables/tasks.
11. Upon request by the Recipient, the Subrecipient shall provide clarification of charges that appear unreasonable, unallocable, unallowable, or unclear.
12. The Subrecipient shall, at the Recipient's request, provide detailed support for selected invoiced charges. Examples of detailed justifications or documentation that may be requested are: payroll records, copies of paid invoices, and details of incurred travel charges.
13. For any costs determined to be unallowable, the Recipient shall notify the Subrecipient of the disallowance and request a revised invoice with the disallowed expenses removed.
14. If any material issues are discovered in the activities described above, Recipient will review to determine if further monitoring techniques or corrective action plans will be needed.
15. If an audit concludes the Subrecipient has been reimbursed for any cost that is unallowable, unallocable, or unreasonable, and the Recipient is required to repay the DOJ for such cost, the Subrecipient shall, in turn, repay those funds to the Recipient within thirty (30) business days of receiving written notice from the Recipient. The Recipient may additionally withhold any payment under the subaward if the Subrecipient fails to repay those funds by the established deadline. The Subrecipient's obligation to repay funds survives the termination of the Subaward Agreement.

## **EXHIBIT C**

**SUBRECIPIENT REIMBURSEMENT FORM (refer to attached Excel Template)**