University of Wisconsin – Madison REQUEST FOR PROPOSALS

Agent: Wisconsin Voices for Recovery Proposal Number: ED2R2425

Issue Date: 6/13/2024 Due Date: 8/05/2024, 5:00 PM CST/CDT (electronic time stamp) Award Period: September 30, 2024–September 29, 2025

Submittal Instructions and Formatting: Sections 2.2 and 2.3 **Submitting Questions:** Section 2.6

Wisconsin Voices for Recovery ED2 Recovery+ Program Project Summary

Wisconsin Voices for Recovery (WVR) at the Department of Family Medicine and Community Health (DFMCH) will continue to oversee the ED2 Recovery+ program through regrant awards to organizations who will offer peer support services through recovery coaches or certified peer specialists. These services are currently occurring in several hospital sites statewide offering referrals, support, and follow up for treatment and recovery to individuals who have experienced an opioid or stimulant overdose. Recovery coaches and certified peer specialists may also offer services outside of emergency department settings, including destinations where an individual may have experienced an opioid or stimulant overdose, including EMT services, first responders, public health departments, probation and parole offices, law enforcement, and treatment and/or recovery centers. This statewide peer support network will function as a portion of the State Opioid Response (SOR) and/or American Rescue Plan Act (ARPA). The ultimate goal of the program is to unite treatment systems to promote peer support services that will

- (1) Decrease the number of overdose fatalities in Wisconsin
- (2) Increase treatment and recovery support service utilization of the target population
- (3) Reduce Emergency Department admissions due to overdoses
- (4) Provide peer support services in community settings
- (5) Be a sustainable and collaborative peer support network

In signing this proposal, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the UW-Madison Department of Family Medicine and Community Health proposal document on file shall be the controlling document for any resulting contract. We certify that we have not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above stated statement is accurate under penalty of perjury. I certify that the information I have provided in this proposal is true and I understand that any false, misleading, or missing information will de-prioritize the application for review for funding and may disqualify the proposal.

By submitting a proposal, the Proposer certifies that no relationship exists between the proposer and the University that interferes with fair competition or is a Conflict of Interest, and no relationship exists between such proposer and another person or firm that constitutes a Conflict of Interest. Further, the Proposer certifies that no employee of the University whose duties relate to this request for proposal assisted the proposer in preparing the proposal in any way other than in his or her official capacity and scope of employment.

The Proposer certifies by submission of the proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

ORGANIZATION NAME:	
ORGANIZATION STREET ADDRESS:	
ORGANIZATION CITY, STATE & ZIP:	
SIGNATURE:	
DATE:	
TYPE/PRINT NAME:	
TITLE:	
TELEPHONE: ()	FAX: ()
EMAIL:	
EIN NUMBER:	

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Section 1: General Information

1.1 **Organization of this Solicitation Document**

This document is divided into five (5) main sections. The sections also refer to attachments when such organization makes this document more fluid. The main sections are:

Section 1	General Information
Section 2	Preparing and Submitting a Proposal
Section 3	Requirements and Specifications
Section 4	Evaluation and Award of Contract(s)
Section 5	Terms and Conditions of Contract

1.2 **Purpose and Scope**

The University of Wisconsin–Madison, hereinafter referred to as the "University," is requesting proposals for the Department of Family Medicine and Community Health/Wisconsin Voices for Recovery hereinafter referred to as "Department," for the purchase of peer support in the form of hospital-based recovery coaching and peer support to address opioid and stimulant overdoses in Wisconsin.

The University of Wisconsin–Madison Department of Family Medicine and Community Health and Wisconsin Voices for Recovery is seeking gualified non-profit 501 (c)(3) organizations or those who qualify as a state, local, or tribal government to participate in the Hospital-based Recovery Coaching Network (ED2Recovery+), which is a part of the State Opioid Response and/or American Rescue Plan Act. Qualified applicants will use funds to employee Recovery Coaches and/or Wisconsin Certified Peer Specialists to provide peer support to individuals with an opioid or stimulant use disorder referred from Emergency Departments, first responders, the legal system and other community settings. Funds will also be used to purchase liability insurance, develop or update a Recovery Resource map based on the region of operation (may be more than 1 county), develop Stakeholder-Peer Advisory Committees (SPACs), and provide direct peer support.

1.3 **Required Qualifications**

To be considered for this contract award, applying organizations must meet all of the following requirements:

- Recipients must be a public or non-profit 501 (c) (3) organization or gualify as a state, local, or tribal government located in the state of Wisconsin and must assure adherence to state and federal law and SOR and/or ARPA Grant requirements. SOR grant requirements include GPRA data collection.
- Include peers in management, service delivery, Board of Directors, and/or advisory capacity
- Have liability insurance* or include purchase of liability insurance as part of the use of grant funds

 Recipients of this funding must have previously received SOR funding through WI Voices for Recovery ED2Recovery+ Program

*Portion of award can be used to purchase liability insurance for award period; **must** include documentation that insurance is quoted and agent will be setting up insurance prior to initiation of service delivery

1.4 Scored Competencies

- Program Oversight and Infrastructure
- Recovery Guiding Principles and Values
- Ethical Practices
- Peer Leadership Development Practices
- Management and Support Systems

1.5 Contract Award Information

The total amount of funding that will be awarded per organization will depend on the quality, scope, and budget justifications of the submitted applications. Application for this funding does **not** guarantee award. We anticipate the minimum award to funded organizations to be \$25,000. Multiple awards may be awarded. Budget revisions may be requested. Please note that it may take a few months for funds to become available for disbursement in conjunction with the contract start date. It is important that you plan for this potential delay. This delay is common with these funds which are re-grant funds.

1.6 Definitions

The following definitions are used throughout this document:

- <u>Contractor</u>: successful proposer awarded a contract
- <u>Department</u>: UW Madison Department of Family Medicine and Community Health/Wisconsin Voices of Recovery
- <u>Proposer</u>: firm submitting a proposal in response to this request for proposal
- <u>RFP</u>: request for proposal
- <u>State</u>: state of Wisconsin
- <u>University / UW</u>: University of Wisconsin–Madison.
- <u>RCO</u>: recovery community organization or non-profit organization that supports individuals in or seeking recovery; does not have to be a registered ARCO member with Faces and Voices of Recovery
- <u>RC</u>: recovery coach
- <u>CPS</u>: Certified Peer Specialist
- <u>Peer support provider or PSP</u>: refers to both recovery coaches and Certified Peer Specialists
- <u>ED</u>: emergency department

1.7 Reasonable Accommodations

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request.

Section 2: Preparing and Submitting a Proposal

2.1 Applicable Dates

Event	Date
RFP issued	6/13/24
Written questions due	6/28/24 at 4:00 PM CST/CDT
Proposer conference call	7/08/24 at 4:00 PM CST/CDT
Proposal due	8/05/24 before 5:00 PM CST/CDT
Award notification (approximate)	9/16/24 before 5:00 PM CST/CDT
Contract term begins	9/30/24

For proposer conference call, please use call-in info:

Join Zoom Meeting

https://uwmadison.zoom.us/j/91876603614?pwd=nxaHdi5qKPGD2imesOKwbJ0AbPVTy0.1

Meeting ID: 918 7660 3614 *Passcode:* 889776

2.2 Submittal Instructions

Email the proposal package as three (3) PDF attachments (Proposal_OrganizationName.pdf, Budget_OrganizationName.pdf, and Attachments_OrganizationName.pdf) to <u>ed2recovery@fammed.wisc.edu</u>. All Letters of Commitment in the attachments file must be submitted as PDFs with signatures.

RETAIN A COPY OF YOUR BID RESPONSE FOR YOUR FILES

Proposals submitted to an address other than <u>ed2recovery@fammed.wisc.edu</u> will not be accepted. Proof of transmission doesn't constitute proof of receipt. Proposals must be received and date- and time- stamped prior to 5:00 p.m. CST/CDT on the proposal due date. Proposals not so stamped shall be considered late. <u>Late</u> <u>proposals will not be accepted under any circumstances</u>.

2.3 Proposal Response Format

Proposals should be typed using 12-point font and 1" margins. The proposal attachment should not exceed **five (5) typed pages**. The other two attachments do not have page limitations. The response should be organized and presented according to the table below. Each section should be clearly marked and reference the section

number assigned in the RFP. Failure to submit as defined above will de-prioritize your application for review for funding and may disqualify your proposal.

Attachment	Sections
Proposal_OrganizationName.pdf	3.1 Project Narrative3.2 Justification3.3 Stakeholder Involvement Plan3.4 Sustainability Plan
Budget_OrganizationName.pdf	3.5 Budget
Attachments_OrganizationName.pdf	3.6 Letters of Commitment3.7 Supplemental Attachments

See Section 4 for additional details regarding application requirements.

2.4 Incurring Costs

The State of Wisconsin is not liable for any cost incurred by proposers in replying to this RFP.

2.5 Optional Proposer Conference

A proposer's conference call will be held at 4:00 p.m. on Monday, July 8, 2024 to respond to questions and to provide any additional instruction to proposer's on the submission of their proposal.

Call-in information is provided in section 2.1. If you need accommodations, contact Agent.

2.6 Clarifications and/or Revisions through Designated Contact

All communications and questions regarding this request **must** be submitted in writing by **June 28, 2024, 4pm CDT/CST** and must reference the proposal number. Phone calls will not be accepted. Proposers are asked to e-mail written questions to <u>ed2recovery@fammed.wisc.edu</u>. The subject line of the email must state "RFP-ED2R2425 question." Questions will be compiled and answered at the proposer conference call (Section 2.5).

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they have **five (5)** business days **after the RFP issue date and time** to notify, in writing, the Agent at the address shown below and request modification or clarification of the RFP document.

Wisconsin Voices for Recovery UW Madison Department of Family Medicine and Community Health 610 N Whitney Way, Suite 200 Madison, WI 53705 E-mail: <u>ed2recovery@fammed.wisc.edu</u> If a Proposer fails to notify Wisconsin Voices for Recovery of an error in the RFP that is known to the Proposer, or which must have reasonably been known to the Proposer, then the Proposer shall submit a proposal at the Proposer's risk and, if awarded a contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.7 **Proprietary Information**

Any information contained in the Proposer's response that is proprietary must be detailed separately on form DOA-3027. Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award. Information will only be kept confidential to the extent allowed by State of Wisconsin Public Disclosure Law (refer to Standard Terms and Conditions, Section 27.0). A copy of the form needed to designate portions of your submission as proprietary can be found at http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc.

2.8 Appeals Process

Any protest of the University's solicitation process or award can be directed in writing to:

The University of Wisconsin–Madison Department of Family Medicine and Community Health c/o Wisconsin Voices for Recovery 610 N Whitney Way, Suite 200 Madison, WI 53705

Section 3: Requirements and Specifications

Instructions that include the word "must" or "shall" describe a mandatory requirement. Failure to respond to all items in this section or meet a requirement will de-prioritize your application for review for funding and may disqualify your proposal.

The Proposer's response to this section must clearly demonstrate the capacity to handle the needs stated in this RFP in addition to the Proposer's current workload. The University reserves the right to request supplementary information deemed pertinent to assure Proposer's competence, business organization, and financial resources are adequate to successfully perform the proposed work.

FORMAT YOUR RESPONSE TO CORRESPOND NUMERICALLY WITH THE SECTIONS BELOW.

PROPOSAL NARRATIVE

Max. 5 pages Use section headings specified below Save as Proposal *OrganizationName*.pdf

3.1 **Project Narrative**

10 points; about 1 page

1. History and Mission

Describe your entity's origins and mission and include (1) history as an organization, including history as a 501C(3), if applicable; (2) mission statement; and (3) goals.

2. <u>Relevance to ED2Recovery+ Program</u>

Describe how your mission to provide peer support services in hospital-based and other intervention sites in the Recovery Coaching Network is important to your organization, how your organization works with intervention sites to achieve that mission, and how participation in the ED2R+ Program will support that mission.

3. <u>Capacity</u>

Describe how your organization has the capacity to implement this program in your area. Include details on your peer support providers, supervisors for peer support providers, and relationships with intervention sites. Support your explanation with data and your history of providing services.

4. Impact

Describe how this program will impact your community or region of Wisconsin. Include a history of substance use and related issues (e.g., overdose, availability of services, etc.) for your community/region. Support your community's history and your projected impact with data.

3.2 Justification

20 points; about 21/2 pages

This section will provide information on how the applying organization meets certain core competencies for peer support services. If Proposer does not meet areas of each competency, please indicate this by writing "N/A" and providing what is needed in terms of education, support, and/or skill development to meet this competency.

1. Program Oversight and Infrastructure

Explain how your organization ensures proper program oversight and infrastructure, addressing (a) bylaws, policies and procedures and (b) your Board of Directors/Tribal Council (including board meeting schedule).

Describe your process for competent and accountable fiscal management, including (a) how your organization records and/or reports finances and (b) which banking institution your organization works with.

2. Recovery Guiding Principles and Values

Explain and provide examples of how your organization adheres to <u>up to 3</u> of SAMHSA's Guiding Principles of Recovery (Hope, Person-driven, Relational, Culture, Many Pathways, Addresses Trauma, Holistic, Strengths/Responsibility, Peer Support, Respect).

Describe how your organization provides (a) culturally competent services and (b) regionally appropriate services (e.g., services provided meet the current needs and match the strengths of your organization's geographic location). Include <u>up to 3</u> examples and demographic information of your region, if appropriate.

3. Ethical Practices

Describe (a) staff and/or volunteer orientation to ethics and ethical practices and include (b) a description of how your organization processes ethical violations.

Define your (a) confidentiality clause in your organization's bylaws in greater detail and (b) how policies and procedures are in place to promote confidentiality and privacy of all (1) documentation, (2) service delivery, and (3) personal information.

Describe (a) how your organization provides supervision and support to address boundary issues, (b) how your organization addresses organizational and personnel boundary issues and/or conflict, and (c) who your intended supervisor is and what qualifies them to be an ED2Recovery+ supervisor.

4. Peer Leadership Development Practices

List your process for (a) screening, (b) hiring, and (c) training new staff and/or volunteers. If you have an official manual or procedural document, you can indicate this in this section and include as an attachment.

Describe your organization's formal peer supervision process. Include as an attachment(s) any documentation that you currently use to aid in the peer supervision process, if applicable.

5. Management and Support Systems

Describe organization's system for accounting and reporting on funds (e.g., Excel, grant reporting documents, internal documents for Board of Directors).

Describe how applying organization (a) gathers data and (b) measures outcomes. Include information on both program and process evaluation, if applicable.

* Wisconsin Voices for Recovery will be responsible for outcome measurement, evaluation, and reporting of grant activities. Contractor is responsible for data collection, including GPRA data collection. Failure to adhere to data collection procedures as instituted by the University may result in termination of contract.

3.3 Stakeholder Involvement Plan

5 points; about 1/2 page

Describe plan to involve stakeholders in a Stakeholder–Peer Advisory Committee (SPAC) in your region. SPAC will meet monthly to provide feedback and accountability for implementation and grant activities (including sustainability planning) and to discuss topics related to peer support in the ED setting and other community settings in the service delivery area.

Plan must include list of confirmed members in your region. Stakeholders may include a County Human Services representative and/or County Crisis rep, a peer, a treatment provider rep, at least 1 additional community organization or coalition partner, and an emergency department representative.

3.4 Sustainability Plan

10 points; about 1 page

1. Sustainability Analysis

Provide a brief assessment of current national, state, and local strategies to fund and sustain peer recovery services.

2. Organization Goals

State short- and long-term sustainability goals for your organization, including goals for additional funding, maintaining and expanding relationships developed under the initiative, and engaging community collaboration.

3. <u>Measures of Success</u>

Describe how you will measure progress towards the sustainability goals stated above.

4. Action Plan

Lay out the actions and strategies to achieve the sustainability goals above. Address barriers to successful implementation and proposed means for overcoming such barriers.

BUDGET

Save as Budget_OrganizationName.pdf

3.5 Project Budget

10 points

Use Attachment A (Budget Form) from this RFP to draft a budget of how funds will be spent to support one or more Recovery Coaches and/or Certified Peer Specialists. We will be evaluating the proportions of funding for service delivery compared to administration, supervision, and operational costs.

We have the right to reject proposed expenses and ask for budget revisions if awarded.

Include Budget items:

- Liability insurance
- Part- or full-time staffing (RC or CPS) of at least one individual (administration costs cannot be built into their hourly rates)
- Administrative costs not to exceed \$200 for creating or updating a Recovery Resource Map and not to exceed \$1000/year for running Stakeholder-Peer Advisory Committees. Total administration costs cannot exceed 10% your direct costs. The Recovery Resource Map is a compilation of your community's resources. More detailed information will be provided if you receive an award.
- Project oversight by supervisors must be broken down into specific categories and must not exceed 100 hours/month.
- Supervisor tasks: conducting monthly supervision meetings, submitting necessary paperwork monthly, reviewing staff paperwork, monitoring the safety and well-being of peer staff, reporting to WVR regarding issues and concerns, ensuring information from WVR is disseminated to staff when appropriate, networking with community partners and participating in the monthly organization calls with WVR.
- Office supplies not to exceed \$100/month (cannot include electronics)
- Operational costs (cannot include food and electronics). <u>Examples</u> of operational costs: liability insurance, taxes, direct debit fees, accounting charges, phone line

charges, mileage, educational opportunities for peer support providers, background check fees, and vaccine costs

ATTACHMENTS

Send as 1 combined PDF saved as Attachments_OrganizationName.pdf

3.6 Letters of Commitment

5 points; follow the order specified below. *Each title page must include a table of contents with page numbers for each attachment included in that section. For example:*

3.3 Stakeholder Involvement Plan SPAC Letters of Commitment

Attachment	PDF page number
Jane Doe, Dane County Human Services	2
John Doe, Peer Representative	4

- Title page: 3.3 Stakeholder Involvement Plan SPAC Letters of Commitment
- 2+ signed letters of commitment from individuals who will be on your SPAC
- Title page: 3.6 Letters of Commitment
- Signed letter(s) of commitment from at least 1 ED setting within 50 miles of organization location
- 2+ signed letters of commitment from individuals who are currently trained—or who can be trained within 2 months from award—to work as a Recovery Coach or Certified Peer Specialist on this project

3.7 Supplemental Attachments

5 points; follow the order specified below and clearly label each attachment

- Title page: 3.7 Supplemental Attachments
- Bylaws (include entity's EIN# at top, unless not required by the IRS)
- Policies and Procedures
- List of organization Board of Directors or Tribal Council members with brief bios of each member (there is not a required number of persons in recovery or family members for the purposes of this grant; however, number will be taken into consideration in scoring of application materials)
- Minutes from last two board/council meetings
- Financial Management Contacts: list of staff and/or volunteers responsible for fiscal management, including the Board of Directors Treasurer
- Resume/CV for each financial management contact
- Contact information for primary point of contact for (1) organization and (2) ED setting
- Copy of your 2023 year-end financial statement (please include as an attachment)
- Manual/Procedural Document
- Peer Supervision Process Documentation

• Proof of liability insurance or documentation that insurance is quoted and will be in place prior to initiation of service delivery

Section 4: Evaluation and Award of Contract(s)

4.1 Proposal Scoring

Proposals meeting mandatory requirements will be reviewed by an evaluation committee and scored against the stated criteria. If no proposer is able to comply with a given specification or mandatory requirement, Department of Family Medicine and Community Health reserves the right to delete that specification or requirement. In the event that all proposers do not meet one or more of the mandatory requirements, Purchasing reserves the right to continue the evaluation of the proposals and to select the proposal that most closely meets the requirements specified in this RFP. The committee may, at its sole discretion, review references, request oral presentations, and conduct an on-site visit and use these results in scoring the proposals.

4.2 Scoring Criteria and Method

Responses will be evaluated based on the relative merits to the needs of the University (rather than relative to competing Proposer's responses). The proposals will be scored independently by each committee member and the resulting scores will be averaged to determine the highest scoring proposal. Evaluation and selection of a proposal will be based on the assignment of points by the evaluation committee.

Reviewers will use a 5-point scale to score the components of the proposal sections. Sections are scored and weighted as follows

	Missing / Incomplete	Lacking critical element(s)	Underdeveloped	Adequate	Strong	Exceptional
Points	0	1	2	3	4	5

	Section	Weighted	Points Available
3.1	Project Narrative	x 2	10
3.2	Justification	x 4	20
3.3	Stakeholder Involvement Plan	x 1	5
3.4	Sustainability Plan	x 2	10
3.5	Project Budget	x 2	10
3.6	Letters of Commitment	x 1	5
3.7	Supplemental Attachments	x 1	5
	т	otal Possible	65

4.3 Best and Final Offers

At the sole discretion of the University, those proposer(s) most likely to be awarded a contract may be requested to submit a Best and Final Offer to further clarify the deliverables, contract language, or costs presented in the Proposer's RFP. If Best and Final Offers are requested, they will be evaluated against the stated criteria. There is no obligation on the part of the University to request Best and Final Offers from any or all of the Proposers responding to the RFP.

4.4 Contract Award

The contract will be awarded to the highest scoring Proposer(s) pending completion of the required **Audit Certification and Financial Questionnaire** and the **Subrecipient Monitoring Checklist**. These forms are for Research and Sponsored Programs and awardees will have assistance completing these forms after award announcement has been made.

4.5 Notification of Award

All proposers who respond to this RFP will be notified of the University's award of contract(s) as a result of this RFP.

4.6 Implementation Timeline

If awarded, contractors must follow the mandatory Timeline Checklist for implementation procedures post-award (Appendix 2).

Section 5: Terms and Conditions of Contract

5.1 Entire Contract

A contract will be awarded based on the criteria established in this Request for Proposal, including attachments and any amendments issued. The RFP, the proposal response, and written communications incorporated into the contract constitute the entire contract between the parties. The hierarchy of documents in descending order for resolution is as follows:

- Contract Award Letter
- Original Request for Proposal Number ED2R2425 dated by August 5, 2024 5:00pm CDT/CST, including amendments/attachments and meeting all requirements for submission
- Proposer response to RFP

Any other terms and conditions provided by the Proposer with the proposal or for future transactions against this contract, including but not limited to terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University Department of Family Medicine and Community Health.

Submitting a standard Proposer contract or term and condition as a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the proposal.

The University reserves the right to negotiate contractual terms and conditions or reject the Proposer's response and proceed to the next qualified proposer.

5.2 Contract Administrator

Any correspondence must include reference to Contract number ED2R2425 and be sent to the Contract Administrator. The Contract Administrator is authorized to give the approvals required under this contract on behalf of the University.

The Contract Administrator(s) for the University are:

Ritu Bhatnagar, MD, MPH (PI) University of Wisconsin-Madison Department of Family Medicine and Community Health 610 N Whitney Way, Suite 200 Madison WI 53705 ritu.bhatnagar@fammed.wisc.edu

Cindy Burzinski, MS Wisconsin Voices for Recovery Department of Family Medicine and Community Health 610 N Whitney Way, Suite 200 Madison WI 53705 <u>cindy.burzinski@fammed.wisc.edu</u>

5.3 Term of Contract

It is the intent of the University to start the resulting Contract upon successful negotiations. The contract shall be effective on the contract execution date and shall run from September 30, 2024 to September 29, 2025.

The University of Wisconsin-Madison reserves the right to terminate award during the September 30, 2024 to September 29, 2025 period and not re-new the award.

5.4 Contract Termination

5.4.1 The University may terminate the Contract at any time, **without cause**, by providing 30 days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.

5.4.2 Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 7 calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to: mismanagement of funds, inappropriate conduct by program staff (RC/CPS or organization management or volunteers) or failure to provide any of the Terms, Conditions or Specifications.

5.4.3 If at any time the Contractor performance **threatens the health and/or safety** of the University, its staff, students or others who may be on campus, or the staff and individuals served at organization or hospital/ED sites, the University has the right to cancel and terminate the Contract without notice.

5.4.4 Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in the University of Wisconsin-Madison Standard Terms and Conditions, Section 22.0, the University has the right to cancel and terminate the Contract without notice.

5.4.5 If at any time a petition in **bankruptcy** shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, the University has the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this contract by giving 10 calendar days' notice in writing of such termination.

5.4.6 All notices of performance failure must be submitted in writing to Wisconsin Voices for Recovery, Attn: ED2Recovery+ Program, 610 N Whitney Way, Suite 200, Madison, WI 53705 or emailed to <u>ed2recovery@fammed.wisc.edu</u>. The University shall be final authority for all performance failure determinations not resolved through the **Department of Family of Medicine and Community Health/Wisconsin Voices for Recovery.**

5.5 Payment Terms

Payment will not be made until the awarded funds are available* for disbursement **and** the service is determined to meet all specifications and has been accepted by the University of Wisconsin-Madison. The University will pay the Contractor approximately 30 days after service provision (peer support provision) begins. Other expenses related to award will need to be invoiced and University will have approximately 30 days to confirm invoice and make payment to Contractor.

*It may take a few months for funds to become available for disbursement in conjunction with the contract start date. It is important that you plan for this potential delay. This delay is common with these funds which are re-grant funds.

5.6 Invoicing Requirements

Contractor must agree that all invoices shall reflect the prices and discounts established for the items/services this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each order.

The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt by University Accounts Payable. Before payment is made, it also must verify that all invoiced charges are correct as per this Contract. Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be clear and complete in conformity with the instructions below. All invoices **must be itemized** showing:

- Contractor name
- Address
- Date(s) of services
- location of services (hospital name, follow-up location)
- Coded description of each shift (on-call (0) intake (1), follow-up (2), type of follow-up (text-a, phone call-b, in-person meeting-c)
- Total working hours, total on-call hours
- Employee number and client number

Do NOT include any identifying information of individuals served on invoices

Invoices must match all documentation submitted to the ED2Recovery+ Program Coordinator

At the discretion of Purchasing, invoices not reflecting the correct information may be short paid or disputed.

The original invoice must be emailed to <u>uwrspinvoices@rsp.wisc.edu</u> (with <u>ed2recovery@fammed.wisc.edu</u> copied) by the first Wednesday of every month. Failure to submit invoices by the first Wednesday of every month will result in delays in payment.

5.7 Requirements for Criminal Background Checks

Service delivery can only begin after the necessary Criminal Background Checks (CBC) are completed as requested by participating ED settings and per University policy. Within 30 days of award, University will work with Contractor and hospital system or ED setting to ensure a mutually agreed upon system for determining best practices in hiring of and Criminal Background Check policy for recovery coaches. University representatives, ED2Recovery+ staff, ED setting staff, and Contractor will be involved in developing standards. Standards may change depending on needs of regions and requirements of ED settings. To ensure safety of participants, along with fidelity to the peer support model, peers will also be involved (e.g. Board of Directors or other committees) in determining best practices for CBC review.

After the award is announced and prior to service delivery beginning, Contractor is responsible for working with ED2Recovery+ and University staff on developing and implementing appropriate CBC policy.

If, in the course of providing services in the community, Contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UW's Policy on Mandatory Reporting of Child Abuse and Neglect ("the Policy"), https://policy.wisc.edu/library/UW-301.

5.8 Insurance

The Contractor shall maintain insurance levels as required below. A certificate of insurance must be provided before service delivery begins and provided on an annual basis throughout the term of the Contract. Please note, policies purchased with grant funds should be supplemental to your primary policy. If Liability insurance is being purchased as a part of grant funds, Contractor will have 30 days to provide documentation and no more than 60 days after award to have secured liability insurance. Contract will be terminated if these conditions are not met. Grantee shall purchase and maintain the following insurance: *Portion of award can be used to purchase liability insurance for award period; **must include documentation that insurance is quoted and agent will be setting up insurance prior to initiation of service delivery**

Minimum Coverage includes

- Coverage Type Minimum Limit
- Worker's Compensation Statutory Limits
- Commercial General Liability Each Occurrence \$1,000,000
- Gen. Aggregate including Products/Completed Operations \$2,000,000
- Automobile Liability Combined Single Limit (owned, non-owned, and hired coverage) \$1,000,000
- Professional Liability \$1,000,000
- Abuse or Molestation Coverage \$1,000,000

Additional Insured Provision:

The Grantee shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

Note: The insurance coverages may be provided via separate policies, endorsements or within combined coverage. In addition, certain umbrella coverages will be considered. Certificate of insurance shall be provided to the University evidencing necessary coverage for review where necessary.

In addition to these coverages, the contract must contain all of the clauses listed under the Special Terms and Conditions for the UW System:

- 1. On notification of award and prior to issuance of a contract, the Grantee shall provide the University a Certificate of Insurance with the required coverage and limits of insurance issued by an insurance company that has an AM Best Rating of A-, is licensed and authorized to do business in the State of Wisconsin, and signed by an authorized agent and meets the above (D) additional insured requirements. The insurance shall be in full force for the term of the grant. In the event that the Grantee fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.
- 2. The Grantee agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this grant, but only to the extent that such

claims are caused by or result from the negligence, misconduct or other fault of the Grantee, its agents, employees, subcontractors or contractors.

Some coverage may be contingent on the Grantee's organizational structure and services provided. Contractor may complete a Waiver Request if applicable.

Waiver requests -A request for a waiver for not carrying or meeting a specific type of required insurance must be made by the Grantee to the Grants Administrator, with appropriate supporting documentation, including a description of circumstances sufficient to show why compliance is unattainable. Grantee shall submit: a) certificate of insurance of their available insurance; and b) a letter requesting a waiver if certificate does not show evidence of a particular required insurance with supporting documentation. Upon review/evaluation from the Office of Risk Management, Grant Administrator will inform Grantee of the approval or denial of a waiver request, or request additional information or documentation as necessary.

5.9 Activity Reporting:

Documentation will be used for the following purposes:

- Verifying invoices submitted
- Tracking and Evaluation of participant progress
- Tracking and Evaluation of program
- Evaluation of education and training needs of participating individuals and hospital systems

Contractor must ensure **RC/CPS completion of the following documentation on a monthly basis**. All documentation will be submitted monthly by the first day of each month to the ED2Recovery+ Program Coordinator via email to: <u>ed2recovery@fammed.wisc.edu</u>. Contractor will be responsible for the timely submission of data into REDCap by RCs/CPSs and will sign off on all forms submitted.

Each Contractor's designated supervisor will hold a mandatory supervision meeting with RCs/CPSs the last week of each month. At these monthly meetings, supervisors will (1) discuss current cases and (2) promote self-care and check-in on the mental wellbeing of your RCs/CPSs. Attendance and summaries of <u>each</u> supervision meeting should be emailed to <u>ed2recovery@fammed.wisc.edu</u> by the first of the month. Please note, Wisconsin Voices for Recovery staff will attend your scheduled supervision meetings as needed.

You will also participate in a group and an individual monthly organization check-in with WVR staff.

Contractor must host monthly SPAC meetings (see page 17, 4.5) and submit attendance and summaries to <u>ed2recovery@fammed.wisc.edu</u> by the first day of every month. These meetings are vital to address sustainability and community support of recovery coaching programs like ED2Recovery+. The grant will not be funded

indefinitely, so it is important that stakeholders come together to address how to support these types of programs.

Additional documentation may be required.

5.10 Record and Audit

The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.

The University shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall retain all applicable documents for a period of not less than five years after the final contract payment is made. Wisconsin Voices for Recovery reserves the right to inspect any facilities used to support this Contract.

5.11 Performance Meetings

The Account Representative and/or Proposer Contract Administrator must be available to meet as required with the University's Contract Administrator to evaluate contract implementation and performance and to identify continuous improvement. Timely communication and correspondence is required by awardees and Contract Administrator(s).

5.12 Severability

If any provision of this contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this contract.

5.13 Debarment

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language will de-prioritize your application for review for funding and may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 9.4.

5.14 Promotional Materials/Endorsements

Contractor agrees that they will not use any promotional or marketing material which states expressly or implies that the University endorses either the Contractor or any party related to the Contractor or this Contract.

5.15 Right to Approve Changes in Staff

The University shall have the absolute right to approve or disapprove a proposed change in the assigned staff who will oversee contract obligations. Assigned staff is administrative or managerial staff of the Contractor organization. The University, in each instance, will be provided with a resume of the proposed substitute and an opportunity to interview that person prior to giving its approval or disapproval. The University shall not unreasonably withhold its approval.

5.16 Ownership of Data/Work Product

Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of the University. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), shall be transferred to University with a nonexclusive, royaltyfree, irrevocable license to translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. University shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right received by Contractor with respect to any Preexisting Material delivered under this Contract. The University shall have the right to modify or remove any restrictive markings placed upon Preexisting Material by Contractor.

Contractor agrees to share, at no cost, any documentation related to applicable policies and procedures for the implementation and successful administration of ED2Recovery+ with the University for the sole purpose of circulating best and promising practices with participating Contractor.

Contractor recognizes and agrees that the University data is and shall at all times remain confidential to University (for itself and on behalf of its designated Users) for its designated purposes under the Department of Health Services State Opioid Response and/or American Rescue Plan Act, to Wisconsin Voices for Recovery grant. University and Wisconsin Voices for Recovery shall retain all right, title, and interest in and to the data. Contractor further agrees that it shall protect the data and keep such data confidential as required by law.

APPENDIX 1: Description of ED2Recovery+

Wisconsin Voices for Recovery (WVR), at the Department of Family Medicine and Community Health (DFMCH), will continue to oversee the ED2Recovery+ program through regrant awards to organizations who will offer peer support services by recovery coaches or certified peer specialists. These services are currently occurring in several hospital sites statewide offering referrals, support, and follow up for treatment and recovery to individuals that have experienced an opioid or stimulant overdose. Recovery coaches and certified peer specialists may also offer services outside of emergency department settings including destinations where an individual may have experienced and opioid overdose including and not limited to EMT services, first responders, public health departments, probation and parole offices, law enforcement, and treatment and/or recovery centers. This statewide peer support network will function as a portion of the State Opioid Response and/or American Rescue Plan Act. The ultimate goal of the program is to unite treatment systems to promote peer support services that will:

- (1) Decrease the number of overdose fatalities in Wisconsin
- (2) Increase treatment and recovery support service utilization of the target population
- (3) Reduce Emergency Department admissions due to overdoses
- (4) Provide peer support services in community settings
- (5) Be a sustainable and collaborative peer support network

Goal of Sustainability

One goal of the ED2Recovery+ Program is sustainability or peer support programs. WVR intends to assist organizations to achieve sustainability by:

- 1. Strengthening capacity through connecting stakeholders, peers, and providers during monthly Stakeholder-Peer Advisory Committee (SPAC) meetings at each organization. Each SPAC meeting is open to all participants in the grant and to others who are interested in ED2Recovery+.
- Developing and maintaining an online Learning Community/Community of Practice to help ensure sustainable support for the network of RC/CPS created by this program.

How it works

WI Voices for Recovery will award seed grants to non-profit organizations, including hospital systems and recovery community organizations, to employ Recovery Coaches and Certified Peer Specialists (peer support providers) who are trained professionals with lived experience in recovery to work with persons with an opioid and/or stimulant use disorder who are referred to the program from EDs or other community settings (eg, first responders, legal system, other RCOs).

The main function of the peer support providers is to meet with the peer, link to recovery resources, educate, offer additional resources and maintain contact to support their recovery journey, as shown below:



Other functions of the ED2Recovery+ program:

- Enable peer support services to be available 24/7
- Assist organizations to plan and implement the ED2Recovery+ program
- Train and educate on the ED2Recovery+ model
- Provide training opportunities to supervisors and peer support providers
- Supervise and support ED2Recovery+ program implementation
- Ensure all peer support providers complete HIPAA and Confidentiality training and receive confirmation of compliance with all hospital policies and procedures, from participating organizations
- Train ED and other staff on peer support, recovery, and hospital-based recovery coaching upon request

APPENDIX 2: Post-Award Timeline Checklist

Week 1

- Documents submitted to Contract Administrator (documents provided after award)
 - Audit Certification and Financial Questionnaire
 - Sub-recipient Monitoring Checklist
- DUNS# submitted to Contract Administrator
- Registration completed at SAM.GOV
- Sign up to attend a CCAR Recovery Coach training or Certified Peer Specialist training, if needed
- Weekly check-ins scheduled with Contract Administrators for Month 1

Week 2

- Liability Insurance: Certificate of Insurance Submitted to Contract Administrator
- ED setting presentation scheduled (if ED setting is new to the program)
- Supervisor registers for REDCap account

Week 3

- ED Setting confirmation letter submitted to Contract Administrator
- Bi-monthly check-ins scheduled with Contract Administrators for Month 2
- SPAC Meeting 1 Scheduled

Week 4

- Federal Conflict of Interest (FCOI) info completed
- Agreement reviewed and signed from RSP (Research and Sponsored Programs)
- Supervisor is trained in REDCap by Wisconsin Voices for Recovery staff and separate training scheduled for peer support providers

Week 5

- Criminal Background Check procedure confirmed with ED setting and sent to Contract Administrator for approval
- ED2Recovery+ supervisor orientation completed
- Peer Supervision Plan Created with Contract Administrator

Week 6

- Service Delivery Begins
- SPAC Meeting 1 Completed
- Submit finalized Sustainability Plan to the WVR team