

MEMORANDUM OF UNDERSTANDING and GRANT AGREEMENT

FOR

*City of Madison Firefighter/EMT Development Program***1. PURPOSE**

This Memorandum of Understanding and Grant Agreement (Agreement) is executed between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin, School of Medicine and Public Health, Office of the Wisconsin Partnership Program (WPP) and **City of Madison Fire Department**, hereinafter referred to as the Recipient, for purposes of conducting activities associated with this Agreement for the Oversight and Advisory Committee Community Impact Grant Level Two grant award, *City of Madison Firefighter/EMT Development Program*.

2. SOURCE OF FUNDING

This award is funded from the Wisconsin Partnership Program. Resources for the Wisconsin Partnership Program resulted from the conversion of the Blue Cross and Blue Shield United of Wisconsin to a stock insurance corporation and the distribution of one-half of the proceeds from the sale of stock to the University of Wisconsin School of Medicine and Public Health.

3. PERIOD OF AGREEMENT

This Agreement applies to project activities for the period of **June 1, 2024 to May 31, 2027**.

4. AMOUNT OF AWARD

The total amount of the award is **\$499,379** and is allocated between the Recipient and the Academic Partner (if applicable) based on the initial approved budget. Any subsequent re-budgeting, not to exceed this award amount, must be mutually agreed upon by the Wisconsin Partnership Program and Recipient. See paragraph 15 of this Agreement for re-budgeting provisions.

5. WISCONSIN PARTNERSHIP PROGRAM OVERSIGHT

This program is under the technical direction of Amy JH Kind, MD, PhD, Associate Dean and Executive Director of the Wisconsin Partnership Program (WPP Executive Director).

6. KEY PERSONNEL

The following individual(s) are considered key personnel and essential to the work performed under this Agreement:

- Recipient Organizational Contact: Chris Carbon
- Recipient Project Manager: Chris Carbon
- Academic Partner: Michael Spigner, MD, EMT-P

In the event that the above-named key personnel are unable or unwilling to continue with the project, the Recipient must notify the WPP Executive Director in writing proposing a replacement. If such changes are acceptable, the WPP Executive Director will approve, in writing, the replacement. In the event a mutually acceptable replacement is not available, the Wisconsin Partnership Program may terminate the project in accordance with the termination clause in this Agreement. The Recipient will be notified in writing of such a termination and will be reimbursed for documented eligible costs incurred prior to the termination date.

7. SCOPE OF WORK

The Recipient's scope of work for this project is based on the specific goals, objectives, and activities stated in the approved application. Changes in the scope of work must be approved in writing by the WPP Executive Director.

8. COMPLIANCE WITH RULES AND REGULATIONS

The Recipient agrees to comply with all federal, state and local rules, guidelines and regulations applicable to this Agreement. The Recipient also agrees to comply with all applicable University of Wisconsin System Board of Regents, University of Wisconsin-Madison and Wisconsin Partnership Program policies and procedures. In addition, the Recipient agrees to obtain the necessary approvals, including, but not limited to those noted below.

The Recipient agrees to abide to the terms and conditions of the Wisconsin Partnership Program, as they may be revised from time to time. The Wisconsin Partnership Program will provide recipients 30 days prior notice of any revisions to the Wisconsin Partnership Program terms and conditions.

A. SUPPLANTING

Funds received may not be used to supplant other funds available to the Recipient. The Recipient has been informed of this requirement and completed the Non-supplanting Questionnaire as part of the application submission and upon receipt of this award. In order to maintain continued assurance that supplanting has not occurred, the Recipient must complete the non-supplanting attestation included on the Financial Reimbursement Report. The Recipient must also complete the Non-supplanting Questionnaire on an annual basis. If, at any time, the Wisconsin Partnership Program becomes aware of supplanting by the Recipient, funding for the project will be terminated. Supplanting violations will result in termination of future funds and may result in recoupment of monies provided under this grant award.

B. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

This project may involve information that falls under the Federal HIPAA privacy rules, a set of federal regulations protecting the privacy of an individual's health information used in clinical practice, research and operation of health care facilities.

The Recipient shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under HIPAA. The definitions set forth in the Privacy Rule are incorporated by reference into this Agreement (45 C.F.R. §§ 160.103 and 164.501). The Recipient shall agree to employ appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of the electronic Protected Health Information it creates, receives, maintains, or transmits pursuant to this Agreement, in compliance with the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C).

The Recipient by signing this Agreement is certifying knowledge and compliance with HIPAA. If the Recipient does not currently comply with this requirement, the Wisconsin Partnership Program must be notified and shall provide advice regarding compliance.

C. HUMAN SUBJECTS COMPLIANCE

This project may require approval of a University of Wisconsin-Madison Institutional Review Board (IRB) or, at the discretion of a University of Wisconsin-Madison IRB, may be deferred to another institution's

IRB for human subjects compliance. All approved projects involving human subjects in research at the University of Wisconsin-Madison must be reviewed and approved or deemed exempt by a University of Wisconsin-Madison IRB before the research project begins. To ensure that research projects supported by the Wisconsin Partnership Program conform to ethical and regulatory standards governing the conduct of human subjects research, the Recipient agrees to obtain approval or exemption from a University of Wisconsin-Madison IRB for any research activities that involve human subjects. The Academic Partner and the Wisconsin Partnership Program staff will assist in facilitating the IRB review. Documentation of the UW-Madison IRB review including the final review decision will be required before funds can be expended and/or disbursed. The Recipient with the assistance of the Academic Partner is required to submit documentation of continued renewal approval by the IRB throughout the period of agreement.

9. INTELLECTUAL PROPERTY

The Recipient and the Wisconsin Partnership Program recognize that activities under this Agreement may lead to the development of patentable and unpatentable works. Inventorship or authorship will be based on the relative contributions of the parties and in accordance with U.S. law. Recipient hereby grants the Wisconsin Partnership Program a non-exclusive, non-transferable, perpetual world-wide royalty-free license to use materials first produced in performance of the work funded under this grant for non-commercial internal research and educational purposes.

10. RESPONSIBILITIES OF RECIPIENT

The Recipient acknowledges authority over and responsibility for the project including the following:

1. Complying with the general terms and conditions governing the grant award and any terms and conditions specific to the Request for Proposals established by the Wisconsin Partnership Program.
2. Informing the WPP Executive Director of changes in the scope of work or Key Personnel that may have an impact on expected project outcomes.
3. Acknowledging the Wisconsin Partnership Program's financial support for the project as described in paragraph 21 of this Agreement.
4. Participating in the required technical assistance and evaluation activities of the Wisconsin Partnership Program.

11. PROGRESS AND FINANCIAL REPORTS

Throughout the period of agreement, written annual Interim Progress Reports are due no later than 30 days after the end of each 12-month period based on the start date of this Agreement. A Final Report is due no later than 90 days after the end of the project.

In addition, the Recipient must submit a Financial Reimbursement Report (FRR) quarterly throughout the period of agreement, and a final Financial Reimbursement Report no later than 90 days after the end of the project using the required forms. Quarterly reports are due no later than 30 days after the end of each quarter based on the start date of the period of agreement. In rare instances, the WPP will permit more frequent FRR submission.

The Recipient is also expected to respond to a limited number of evaluation requests from the Wisconsin Partnership Program regarding project results and outcomes for at least three years after the period of agreement.

12. PROGRAM INCOME

The Recipient must track and report any program income related to this project to the Wisconsin Partnership Program. Program income is defined as gross income earned by a Recipient from activities, part or all of the cost of which is borne as a direct cost by this grant. Financial reports must show all program income revenues and expenses for the award.

13. MATCHING FUNDS

The written annual progress reports should include information on matching funds, if provided. Matching fund information must accompany the Financial Reimbursement Report if indicated in the approved budget.

14. METHOD OF PAYMENT

Payment requests may begin once a fully executed (signed) copy of this Memorandum of Understanding has been issued to the Recipient and human subjects compliance requirements, if applicable, have been met. All payment requests must be submitted on forms provided by the Wisconsin Partnership Program. Contractual agreements by the Recipient greater than or equal to \$5,000 must be provided to the WPP.

Request for payment from the Wisconsin Partnership Program should be made using the Financial Reimbursement Report form. The payment is based on actual expenses incurred and paid by the Recipient during each period. Organizations must liquidate all obligations incurred during the award period by no later than 90 calendar days after the award end date. Final payment at the end of the project will be made upon receipt of the following documents: Final Report, final Financial Reimbursement Report, and final Non-supplanting Questionnaire. These documents are due 90 days after the end of the project.

The Recipient may automatically carry forward up to 30 percent of the total award amount in paragraph 4 of this Agreement in unspent annual budget funds from year to year. In only exceptional cases, carryover amounts that exceed 30 percent or more of the total award may be requested. Requests must be made in writing to the Partnership Program and are not guaranteed. . Recipients will not be able to carry forward unspent budget funds from an earlier award to an award renewal.

At the end of the project, the Recipient may request a single no cost extension of up to 12 months beyond the end date if additional time is required to assure adequate completion of the original scope of work and budget funds remain. No cost extension requests are due no earlier than 120 days and at least 60 days prior to the project end date and must be submitted on forms provided by the Wisconsin Partnership Program. All no cost extension requests require prior written approval by the WPP Executive Director. No cost extension amounts greater than 25 percent of the grant award also require the approval of the Oversight and Advisory Committee. Recipients will not be able to carry forward unspent budget funds from an earlier award to an award renewal.

15. REBUDGETING

Re-budgeting between major budget categories (personnel, travel, services, supplies, and other expenses) in excess of 10 percent of the total amount of award must be pre-approved in writing by WPP Administration.

16. ACCOUNTING & AUDIT

The Recipient must maintain adequate financial records, in accordance with generally accepted accounting principles, to clearly and easily identify project income and expenses, describe the nature of project expenses, and establish the relatedness of the expenses to this Agreement. The Wisconsin Partnership reserves the right to ask for any additional supporting documentation necessary to substantiate

reimbursement claims. If Recipient is unable to provide requested supporting documentation, reimbursement will be held by the Wisconsin Partnership Program until said documentation is received. All records related to this Agreement shall be available for review by the University of Wisconsin-Madison or its designee.

The financial records of this Agreement must be maintained for a period of seven (7) years from the date of the final Financial Reimbursement Report. However, all related records must be maintained during an audit and until the audit findings are resolved.

The Wisconsin Partnership Program may conduct an independent financial audit anytime during the period of this Agreement.

The Recipient is required to provide a copy of its annual audited financial statements. The Recipient's final audit, which will cover all or a portion of the final grant year must be submitted by the recipient as soon as it is available. A federal single audit or an audit performed in accordance with *Generally Accepted Government Auditing Standards* will fulfill the financial audit requirement. If such financial audit is not performed, a specific program audit may be performed for just the funded project, in which case an independent auditor is hired to perform financial testing for the funded project.

17. LIMITATION ON COSTS

The Wisconsin Partnership Program is not, in the absence of a modification, obligated to reimburse costs incurred in excess of the approved budget of this award.

18. REDUCTION IN AWARD

The Wisconsin Partnership Program reserves the right to reduce the amount of award at any time during the period of agreement if a decrease in the value of the endowment of the Wisconsin Partnership Program negatively affects the distribution of investment income. Appropriate notice will be given to the Recipient for development of a revised budget.

19. PUBLIC RECORDS

The Wisconsin Partnership Program is required to operate in accordance with standards consistent with Wisconsin Public Records Law. Under this Law, documents relating to this Agreement may become public records and subject to release unless designated as a Trade Secret and/or Proprietary Information.

20. TRADE SECRET AND/OR PROPRIETARY INFORMATION

Unless otherwise required by law, the Wisconsin Partnership Program will exercise its best effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the Wisconsin Partnership Program by the Recipient which is designated in writing as confidential information at the time of disclosure. Confidential information does not include information which at the time of receipt:

- is generally available in the public domain or thereafter becomes available to the public through no act of the Wisconsin Partnership Program; or
- was independently known prior to the receipt thereof or was discovered independently by an employee of the Wisconsin Partnership Program who had no access to the information supplied by the Recipient under this Agreement; or
- was made available to the Wisconsin Partnership Program as a matter of lawful right by a third party.

The Wisconsin Partnership Program retains the right to refuse to accept any such information which is not considered to be essential. The obligations of the Wisconsin Partnership Program under this paragraph shall survive and continue for one year after the termination of this Agreement.

21. PUBLICITY

Recipient must acknowledge the Wisconsin Partnership Program as the funding source in any press releases, articles, or publications relating to this project or its results using the following language: "Funding for this project was provided by the UW School of Medicine and Public Health from the Wisconsin Partnership Program" and must also provide copies to the Wisconsin Partnership Program.

22. NONCOMPLIANCE

Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination as further described in Sections 23 and 24 of this Agreement. Revision may include a reduction of the project scope and/or the award amount.

If WPP determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures up to and including termination of the Agreement, the imposing of additional reporting requirements, and any other measures it deems appropriate and necessary, including requiring Recipient to provide WPP with a corrective action plan to prevent future instances of noncompliance.

If Recipient becomes aware of noncompliance not identified by WPP, it shall provide written notice to WPP promptly, but not more than thirty (30) days after identifying the noncompliance, of such instances of noncompliance with the terms of this Agreement. The written notice shall include information on the reason for and effect of the noncompliance and a corrective action plan to prevent future instances of noncompliance.

If required reports and other required information are not submitted when due, WPP will withhold all payments that otherwise would be paid to the Recipient under this Agreement until such time as the reports and information are submitted.

23. SUSPENSION OF AGREEMENT

This Agreement may be suspended in whole or in part by:

- A. Wisconsin Partnership Program on written notice to the Recipient for any reason, including if the Recipient has materially failed to comply with the terms and conditions of the grant award as outlined in paragraph 22 of this Agreement and as identified in the approved application;
- B. Wisconsin Partnership Program and Recipient by written agreement; or
- C. Recipient on written notice to Wisconsin Partnership Program setting forth the reasons for such action, the effective date, and, in the case of partial suspension, the portion to be suspended.

Suspension of this Agreement may include discontinuation of payments to Recipient by the Wisconsin Partnership Program and/or discontinuation of further spending of grant funds by Recipient. Recipient agrees to comply with the directions of the Wisconsin Partnership Program regarding the unexpended grant funds when this Agreement is suspended.

24. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party at any time, with or without cause. WPP must notify the Recipient in writing at least thirty (30) days prior to the termination date. Notice by the Recipient will

terminate the agreement immediately or upon a date otherwise agreed to in writing by the parties. Upon termination, the Recipient shall be entitled to receive payment, subject to the requirements in Section 16, for non-cancellable approved project activities incurred during the thirty (30) day notification period. Final payment will be adjusted to reflect actual work completed.

25. NOTICES

Any notice required or permitted by this Agreement must be in writing and be delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the following at the addresses indicated:

To: Wisconsin Partnership Program
Amy JH Kind, MD, PhD, Associate Dean and
Executive Director
UW School of Medicine and Public Health
750 Highland Avenue, 4230 HSLC
Madison, WI 53705

To: Chris Carbon
Fire Chief
City of Madison
122 East Olin Avenue, Suite 100
Madison, WI 53713

26. MISCELLANEOUS

This Agreement may only be modified or amended by a written agreement signed by authorized representatives of all parties.

This Agreement shall be construed to be in accordance with the laws of the State of Wisconsin.

This Agreement and the related fund account are the entire agreement between the parties, and no oral statement shall supersede or modify any of the provisions of this Agreement.

Signature below signifies agreement of all parties to the terms outlined in this Agreement.

**BOARD OF REGENTS OF THE UNIVERSITY OF
WISCONSIN SYSTEM**

By:

Robert Gratzl, Research and Sponsored Programs

Date

WISCONSIN PARTNERSHIP PROGRAM

By:

Amy JH Kind, MD, PhD, Associate Dean and Executive
Director

Date

RECIPIENT ORGANIZATION

By:

Chris Carbon, Fire Chief
City of Madison Fire Department

Date

ACADEMIC PARTNER

Michael Spigner, MD, EMT-P, Assistant Professor,
Department of Emergency Medicine, UW Madison

Date