COMMON COUNCIL MEETING AGENDA - Revised

Tuesday, September 15, 2020 - 7:00 PM

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect our community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the Zoom platform with each member accessing the meeting remotely as detailed below.

Public comments will be accepted in writing only.
Public comments should be directed at least 2 hours prior to the meeting to the City Clerk's Office in advance by email at clerkdept@greenfieldwi.us or by leaving a written public comment addressed to the intended committee in the drop box at City Hall, 7325 W. Forest Home Ave., Greenfield, by 4:30 p.m. on the day of the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

Reasonable accommodations will be made for those citizens who are unable to attend the meeting in the method identified below upon at least two hours' notice. Notice can be given to the City Clerk's Office at 414-329-5219.

To register to attend the meeting, please go to:
https://zoom.us/webinar/register/WN_wjj7MzH1QA6r-kqTFw3-aQ

Please contact the City Clerk's office at 414-329-5219 if you do not have access to a computer to register for the meeting.

Recordings of the meeting will also be placed on the City's YouTube Account after the meeting.

A. Call to Order & Roll Call
B. Opening Prayer
C. Pledge of Allegiance
D. Approval of Common Council minutes
    1. Approval of August 18, 2020 Common Council minutes
    2. Approval of special September 9, 2020 Common Council minutes
E. Mayor's Report
    1. Discussion/decision regarding holding Trick or Treat

F. Aldermanic Reports

G. Announcements

H. Citizen Commentary

I. Old Business

1. Appointments to various committees and commissions:

   a. Mayor appointments, confirmed by Council:

      i. One alternate member to the Board of Review for a term to expire 5/1/25 (newly created position)

      ii. One member to the Tree Commission for a term to expire 5/1/21 (formerly Michael Wendt)

      iii. One member to the Public Library Board for term to expire 7/1/23 (formerly Mary Knasinski, Teri Ryan)

   b. Mayor appointments:

      i. One alternate member to the Zoning Board of Appeals for a term to expire 5/1/21 (formerly Denise Kunz)

J. New Business

1. Claim received from John Blandino (Goergen)
2. Approve applications for 2020-2021 operator licenses
3. Adopt a resolution to consolidate polling place locations for the November 3, 2020 General and Presidential Election (Goergen)
4. Discussion and decision to award a contract to replace the chiller component of the HVAC system at City Hall to Dillett Mechanical in the amount of $110,145. (J. Katz)
5. Discussion and decision to transfer reserves from the capital improvement fund to a project to replace the chiller component of the HVAC system at City Hall. (J. Katz)
6. Discussion and decision to adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code to remove parking restrictions on South 109th Street and on West Pallottine Drive. (J. Katz)
7. Discussion/decision regarding award of contract for the Don Almquist Playground Improvement Project (S. Jaquish)
8. Discussion/decision regarding contract allowing for the continuation of the Stockox program (F&HR-9/9/2020-Saryan)
9. Discussion and decision to approve a revised job description for Working Foreman in the Department of Neighborhood Services Public Works Division (F&HR-9/9/2020-Saryan)
10. Discussion and Decision regarding approval of a contract amendment between the State of Wisconsin Department of Health and Family Services and the Greenfield Health Department related to 2021 Consolidated Contract grant funding related to public health emergency preparedness (F&HR-9/9/2020-Saryan)
11. Discussion and decision related to Subscriber Agreement between the Greenfield Health Department and Waystar (F&HR-9/9/2020-Saryan)

12. Discussion and decision related to Grant Agreement with the State of Wisconsin Department of Health Services and Greenfield Health Department for Tuberculosis (TB) Dispensary Program (F&HR-9/9/2020-Saryan)
13. Discussion and Decision regarding contract amendment between the State of Wisconsin Department of Health and Family Services and the Greenfield Health Department related to 2021 Consolidated Contract grant funding related to core public health services (F&HR-9/9/2020-Saryan)
14. Discussion/decision to approve transfer of money between accounts (F&HR-9/9/2020-Saryan)
15. Discussion/decision on Amendment No. 2 to Intergovernmental Agreement for Emergency Medical Services between Milwaukee County and City of Greenfield (F&HR-9/9/2020-Saryan)
16. Discussion/decision on approving Agreement for Mutual Assistance and giving the Fire Chief the authority to continue to work on, revise, amend and approve the Operation Policy (F&HR-9/9/2020-Saryan)
17. Approval of mileage reimbursement in the amount of $180.50 (F&HR-9/9/2020-Saryan)
18. Approval of schedules of disbursements in the amount of $6,166,708.34 (F&HR-9/9/2020-Saryan)
19. Accept July 2020 financial statements (F&HR-9/9/2020-Saryan)
20. Discussion and decision related to Placement Site Agreement between the Greenfield Health Department and Employ Milwaukee (Rausch)

K. Items for future agenda

L. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances, Greenfield Police Department from the main entrance and Greenfield Fire Department, Station #2, from the main entrance.

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

09/10/2020

Jolene Nicole Krychowiak	24103 W Loomis RD	Muskego, WI 53150
Linda Ann Ricker	565 W Riverwood DR #306	Oak Creek, WI 53154
Scott Anthony Muehlenberg	521 Brasted PL	Waukesha, WI 53186
Yana Marie Gensler	2720 N Frederick AVE 130	Milwaukee, WI 53211

RESOLUTION NO. ____

RESOLUTION TO CONSOLIDATE POLLING LOCATIONS
FOR THE NOVEMBER 3, 2020 GENERAL & PRESIDENTIAL ELECTION
DUE TO THE COVID-19 PANDEMIC

WHEREAS, pursuant to Section 5.25 (3) polling places shall be established for each election at least thirty (30) days before the election; and

WHEREAS, due to the COVID-19 pandemic polling locations will be consolidated; and

WHEREAS, the following polling locations for the November 3, 2020 General & Presidential Election have changed:

Glenwood School (Wards 1-4), 3550 S. 51st Street, has been moved to Greenfield Community Center, 7215 W. Cold Spring Road

Elm Dale School (Wards 19-21), 5300 S. Honey Creek Drive, has been moved to Greenfield Community Center, 7215 W. Cold Spring Road

King of Glory Church (Wards 13-15), 4330 S. 84th Street, has been moved to Whitnall High School (NORTH GYM), 5000 S. 116th Street

Greenfield Public Library (Wards 16-18), 5310 W. Layton Ave., has been moved to Whitnall High School (NORTH GYM), 5000 S. 116th Street

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield there will be two polling locations open on Election Day, Tuesday, November 3, 2020:

Greenfield Community Center, 7215 W. Cold Spring Road, serving Wards 1-4, 5-8 and 19-21

Whitnall High School (NORTH GYM), 5000 S. 116th Street, serving Wards 9-12, 13-15 and 16-18

BE IT FURTHER RESOLVED, the City Clerk will publicize these changes accordingly.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 15th day of September, 2020.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: September 15, 2020

RELATING TO:

Discussion and decision to award a contract to replace the chiller component of the HVAC system at City Hall to Dillett Mechanical in the amount of $110,145.

SUMMARY:

On September 2, 2020, bids were opened for replacement of the chiller component of the HVAC system at City Hall with a new screw type chiller.

The existing unit is 31 years old and is failing. Repairing it is no longer cost effective. A new chiller will be more energy efficient and will save over $4,000 in electrical costs annually.

The results are as follows:

Contractor	Unit	Amount
Dillett Mechanical	York	$ 110,145
Dillett Mechanical	Carrier	$ 125,905
Belonger Corporation	Unspecified	$ 137,000
Zien	York	$ 149,340
Illingworth-Kilgust	Carrier	$ 202,783

FINANCIAL:

The project will be paid for with reserves from the capital improvement fund.

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: September 15, 2020

RELATING TO:

Discussion and decision to transfer reserves from the capital improvement fund to a project to replace the chiller component of the HVAC system at City Hall.

SUMMARY:

The chiller component of the HVAC system at City Hall needs to be replaced.

Transfer $120,000 in reserves from the capital improvement fund GENRES to the project EN2018 City Hall Chiller replacement.

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

Common Council Meeting

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: September 15, 2020

RELATING TO:

Discussion and decision to **adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code to remove parking restrictions on South 109th Street and on West Pallottine Drive.**

SUMMARY:

In 1999 there was a need for no parking zones on the following two streets:

- South 109th Street from West Pallottine Drive to West St. Francis Avenue.
- West Pallottine Drive from South 108th Street to South 109th Street.

At the time there was a nearby business that did not have adequate parking. The business expanded their parking lot many years ago, so parking is no longer an issue. Allowing parking again will be beneficial to the residents.

FINANCIAL:

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER _X_

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 8.04 OF THE
MUNICIPAL CODE OF THE CITY OF GREENFIELD

The Common Council of the City of Greenfield do ordain as follows:

PART I. Section 8.04 of the Greenfield Municipal Code is hereby amended by rescinding the following Ordinances:

Ordinance Number 2249: "No parking at any time" shall be allowed on the east and west sides of South 109th Street from the centerline of West Pallottine Drive to the centerline of West St. Francis Avenue.

Ordinance Number 2250: "No parking at any time" shall be allowed on north and south sides of West Pallottine Drive from the centerline of South 108th Street to the centerline of South 109th Street.

PART II. The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

PART III. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

PART IV. This ordinance shall take effect and be in force from and after its passage and publication.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 15th day of September, 2020.

APPROVED:

_____
Michael J. Neitzke, Mayor

ATTEST:

_____
Jennifer Goergen, City Clerk

Committee: Common Council

Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation
Kent Perleberg, Parks Facilities Supervisor

Date Introduced: 9/15/20

RELATING TO:
Approve award of contract to Lee Recreation for the Don Almquist Park Playground Improvement Project.

SUMMARY:

On September 9, 2020 bids were opened for the Don Almquist Park Playground Improvement project.

The existing playground was installed in 1995 and has exceeded its useful life. Commercial Playground equipment generally has a 15-20 year lifespan and this structure is now 25 years old.
The existing structure has structural issues with failing decks and clamps with certain replacement part no longer available.

Ads for bids were placed on August 26th and September 2nd and officially opened September 9th at 1:05PM.

Contractor	Unit	Amount
Gerber Leisure Products	Landscape Structure Option 1	$81,500
Gerber Leisure Products	Landscape Structure Option 2	$82,000
Lee Recreation	Burke Option 1	$82,000
Lee Recreation	Burke Option 2	$82,000
Lee Recreation	Burke Option 3	$82,000

Recommendation:
We recommend the Common Council to award the contract upon the review of the City Attorney to Lee Recreation in the amount of $82,000. with <10%> for contingency for a total of $92,000 for the Don Almquist Park Playground Improvement Project.

Thank you,
Scott Jaquish, Director
City of Greenfield Department of Parks and Recreation

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER _x__

LEE RECREATION, LLC
Providing Fun Across Wisconsin Since 1995
info@leerecreation.com • 260 W. Main Street • Cambridge, WI 53523
WWW.LEERECREATION.COM • (800) 775-8937

MADE IN WISCONSIN
FREE DESIGN SERVICES: 800-775-8937

PROPOSAL #142-132594-1

DON ALMQUIST PARK - OPTION #3

Burke
PLAY THAT MOVES YOU.

LEE RECREATION, LLC
Providing Fun Across Wisconsin Since 1995
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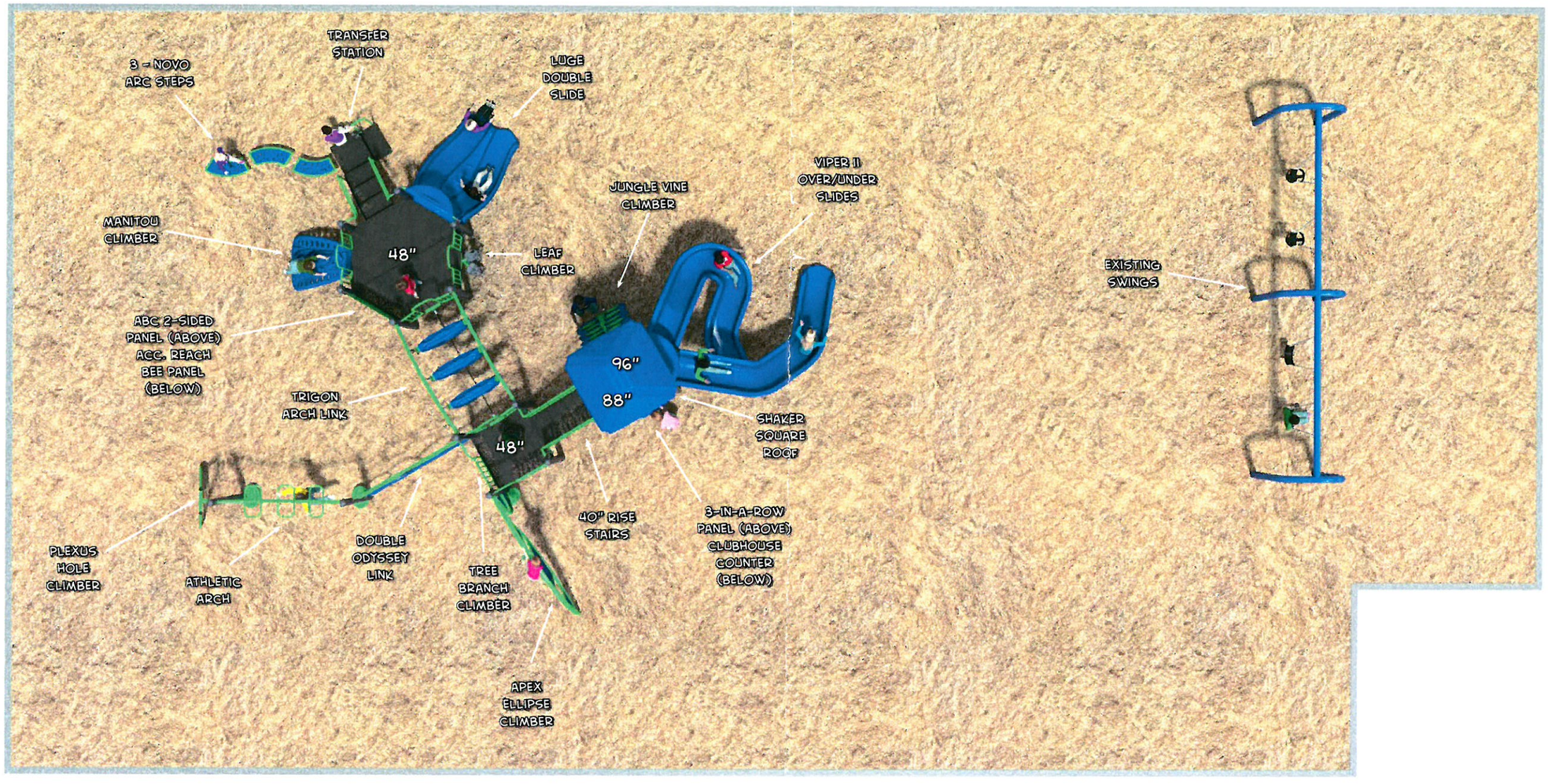
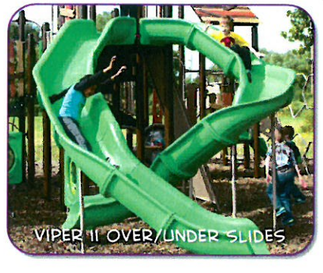
WWW.LEERECREATION.COM • (800) 775-8937

MADE IN WISCONSIN
FREE DESIGN SERVICES: 800-775-8937



USE ZONE: 49' X 99'
AGE RANGE: 5-12
FALL HEIGHT: 8'
OF ACTIVE PLAY EVENTS: 23
COLORS: CHARCOAL, LIME, AND BLUE


APEX ELLIPSE CLIMBER


VIPER II OVER/UNDER SLIDES


JUNGLE VINE CLIMBER


TRIGON ARCH LINK

CLICK ON PICTURES TO WATCH VIDEOS ON VIMEO.COM

PROPOSAL # 142-132594-1

DON ALMQUIST PARK - OPTION #3

Burke
PLAY THAT MOVES YOU.

Burke

SERIES: Basics, Intensity, Nucleus

SITE PLAN

DRAWN BY: Stevie Rosenkranz

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Don Almquist Park

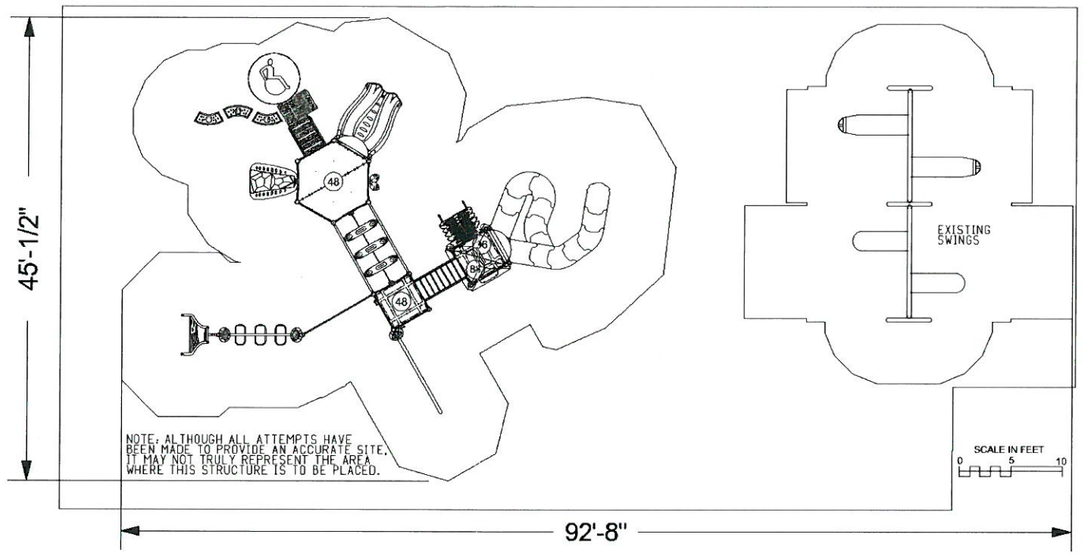
4442 S Honey Creek Dr

Greenfield, WI 53220

Lee Recreation, LLC

142-132594-1

September 03, 2020



INFORMATION

MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL

AREA

2418 SQ.FT.

PERIMETER

334 FT.

STRUCTURE SIZE

45' 1" x 92' 8"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
- ☐ 2-5 YEAR OLDS
- ☒ 5-12 YEAR OLDS
- ☐ 13 + YEAR OLDS

NSF Registered to ISO 9001 NSF Registered to ISO 14001

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION PUBLIC PLAY EQUIPMENT IPEMA CERTIFIED TO ASTM F1487

To verify product certification, visit www.ipema.org

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	23	
NUMBER OF ELEVATED PLAY EVENTS:	10	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQ'D: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 5	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQ'D: 5
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 13	REQ'D: 3
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 7	REQ'D: 3

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

CSFP Distribution Site Agreement FFY 2021

This agreement is established by the **CSFP Local Agency** and entered in to by the **CSFP Distribution Site** and covers the period of **October 1, 2020 through September 30, 2021.**

CSFP Distribution Site Name: City of Greenfield Parks and Recreation

CSFP Distribution Site Service Area: Milwaukee County

CSFP Distribution Site: Legal Name, Address, Phone: *(Include Food Package storage site address, if different)*	Contact Person, Name, Title, Phone, Email: *(Include CSFP Site Manager, if different)*
City of Greenfield Parks and Recreation 7325 W Forest Home. Greenfield, WI 53220 414-329-5373	Mikayla Schwab Recreation Program Coordinator 414-329-5373 Mikayla.Schwab@greenfieldwi.us

CSFP Local Agency: Legal Name, Address, Phone:	Contact Person, Name, Title, Phone, Email:
Hunger Task Force 201 S Hawley Court Milwaukee, WI 53214 414-777-0483	Rick Lewandowski Director of Senior Services 414-777-0483 rick@hungertaskforce.org

The CSFP Distribution Site is a
- ☐Food Pantry
- ☐Community Center
- ☐Senior Center
- ☐Church / Place of Worship
- ☐Senior Housing
- ☒Other: _____

The CSFP Distribution Site is:
- ☐physically located within a religious organization's site (see part III)
- ☐administered by a religious organization (see part III)
- ☒neither of the above

Federal Employment Identification Number (FEIN) for the Distributing Site agency:

FEIN: _____

☒ By checking this box and entering the FEIN above, this agency is claiming compliance with CSFP non-profit regulations requirements.

Part I. Signatures

By affixing my printed name, signature and date, I certify that I have read this agreement. I certify that the CSFP Distribution Site will abide by the regulations and practices described herein and therein.

CSFP Distribution Site's Authorized Representative

Rick Lewandowski _____ 8/18/20

PRINT name | Signature | Date

CSFP Distribution Site Manager (If different from the Authorized Representative)

_____

PRINT name | Signature | Date

CSFP Local Agency Authorized Representative

_____

PRINT name | Signature | Date

Part II: The CSFP Distribution Site Agrees to carry out the following duties as delegated by the CSFP Local Agency:

Program Operations

A. The CSFP Distribution Site will maintain a monthly average approximately equal to the caseload allocation assigned by the CSFP Local Agency. When possible, staff or volunteers will attempt to contact participants who missed their regular Food Package Pick-up.
B. The CSFP Distribution Site shall certify applicants and distribute CSFP Food Packages to income eligible seniors who complete an application and self-declare that their income meets the current income eligibility guidelines. Proof of income is not required and may not be requested. Food Packages must be provided at no charge to the recipients. No one may be denied CSFP application, nor be denied CSFP distributions because of participation, nonparticipation or refusal to participate in other public food programs (including but not limited to, FoodShare, Emergency FoodShare, The Emergency Food Assistance Program, and senior nutrition meals.)
C. The site will comply with all provisions of the Wisconsin CSFP Distribution Site Guide (to be issued in fall 2019.)
D. Sites shall administer the program in accordance with the provisions of 7 Code of Federal Register (CFR) Part 247: Commodity Supplemental Food Program and 7 CFR Part 250: Donation of Foods for Use in the United States. Part 247 shall prevail where provisions of part 250 are inconsistent with the provisions of part 247.
E. The service schedule for each CSFP Distribution Site is subject to approval from the CSFP Local Agency.

CSFP Food Package Handling

F. CSFP Distribution Sites will not disassemble or re-package the CSFP Food Package. Additional food products may be included alongside the package (not inside) with the prior consent of the CSFP Local Agency.
G. Each food package distribution must be verified with a signature by the participant or a proxy as written on the Certification and Food Package Pick-up card.
H. Sites should promptly report to the CSFP Local Agency any complaints or irregularities regarding CSFP Food Package or food products.
I. Food Packages must be distributed on a first-in, first-out basis. Any un-distributed food packages must be reported to the Local Agency and **never** released to anyone other than a certified participant or the CSFP Local Agency.
J. The CSFP Site Distribution agency shall be responsible for any loss resulting from improper distribution, or improper storage, care, or handling of commodities
K. Store, handle and distribute CSFP Food Package in a manner that shall prevent spoilage and other loss including theft. Cheese from the Food Package must be refrigerated between 34°F and 40°F. The boxes must be stored to allow temperatures between 50°F and 70°F only. Store CSFP Food Package off the floors on pallets or shelves which provides a six-inch floor clearance, a four-inch wall clearance and a two-foot ceiling clearance. Use storage areas for CSFP Food Package that are free of uninsulated steam or hot water pipes, water heaters, refrigeration condensing units or other heat producing devices. Cleaning fluids, sweeping compounds, chemicals, etc, are not to be stored in Food Package storage areas.

Civil Rights for Participants, Staff and Volunteers

L. Post the "And Justice for All" poster/s (provided by CSFP Local Agency) so it is visible by all participants, applicants, staff and volunteers for the program. More than one poster may be appropriate for large sites.
M. The CSFP Distribution Site shall ensure that all CSFP staff and volunteers who have direct contact with CSFP applicants and participants will receive initial and then annual training in Civil Rights.

N. The CSFP Distribution Site will follow Limited English Proficiency (LEP) requirements and will identify and have access to a language interpretation (staff or telephone) service that will enable it to meet the USDA requirements for providing language interpretation to individuals who speak English "less than well."

O. Abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, Americans with Disabilities Act, Title 1X of the Education Amendments of 1972, Age Discrimination Act of 1975 and other federal and state laws, regulations or orders. In accordance with federal law and USDA policy, the CSFP Distribution Site is prohibited from discrimination in CSFP service delivery on the basis of race, color, country of national origin, disability, age, gender, religion, or having filed a prior civil rights complaint. In addition, the State of Wisconsin prohibits discrimination on the basis of sexual orientation.

P. The CSFP Distribution Site will provide to an individual the information to file a complaint of discrimination. Individuals will be advised that they can write or call the USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Ave., S.W. , Washington DC 20250-9410 or call 1 (800) 795-3272 or (202) 720-5964 9 (TTY).

CSFP Records and Site Reports

Q. The CSFP Distribution Site must provide CSFP data reports to the CSFP Local Agency in a timely manner.

R. Sites shall maintain accurate and complete records for a period of six (6) years from the close of the fiscal year to which they pertain, or longer if the records are related to unresolved claims actions, audits, or investigations.

S. The CSFP Distribution Site shall not use Personally Identifiable Information (PII) provided to it by any individual applying for or participating in CSFP except for the sole purpose of participating in CSFP. Only persons employed by or acting as volunteer for the CSFP Distribution Site and have a business-related need for PII shall be allowed access to CSFP PII and must maintain confidentiality in accordance with program policy. PII includes but is not limited to an individual's name and address; date of birth; and their receipt of Food Packages on any particular date. PII includes a physical description of persons/property that would identify an individual as a CSFP recipient, as well as photographs and voice recordings of them.

T. Nothing in this agreement precludes any CSFP Distribution Site from collecting PII for legitimate purposes related to providing services unrelated to CSFP, as long as the information is not collected during CSFP application or distribution, and provided the agency's CSFP records contain only the information allowable under CSFP.

U. No CSFP Distribution Site shall request, collect or use an individual's Social Security number during CSFP application or distribution without written permission by DHS. If an organization operates one or more programs that collect Social Security Numbers as a requirement, under no circumstances shall Social Security Numbers be stored in or linked to the organization's CSFP records.

Other

V. Where applicable, if the distribution site receives program funds in relation to this agreement, the Distribution Site agency is responsible for any misuse of program funds;

W. The Distribution Site shall allow representatives of the United States Department of Agriculture (USDA), DHS, and the CSFP Local Agency or its designees to inspect CSFP Food Package in storage and facilities used to distribute and store CSFP Food Package, and to inspect and audit all records, including financial records and reports pertaining to the distribution and storage of CSFP Food Package. These inspections may be conducted without prior notice.

Part III. The CSFP Local Agency agrees to:

A. Provide CSFP Food Packages to the CSFP Distribution Site based on assigned caseload allotment.

B. Provide technical assistance for all aspects of the CSFP operations such as application, certification, USDA food storage and distribution of CSFP Food Package; provide training to CSFP Distribution Site coordinators that are new to CSFP; and provide annual civil rights training and annual program refresher training where needed.

C. Inspect and review the CSFP Distribution Site to ensure compliance with federal, state and local laws and/or regulations. Assist CSFP Distribution Sites in successfully addressing issues of non-compliance.

D. Provide CSFP Distribution Site contact information to appropriate community organizations as outreach to ensure CSFP services are made available to eligible seniors.

Part IV. Religious sites and/or providers

If the CSFP Distribution Site is hosted in a religious facility or through an organization that is religious in nature, the CSFP Distribution Site agrees to give each new applicant "Written Notice of Applicant and Participant Rights" form as per USDA requirements. When requested by the applicant, the site must identify an alternate provider as specified in the requirement, and must include contact information for that alternate. If an appropriate alternate site cannot be found, CSFP Distribution Site shall document and submit information to the CSFP Local Agency.

Part V. Agreement Revisions and/or Termination

E. Failure to comply with any part of this agreement may be considered cause for termination of this agreement.

F. Revision of this agreement is not effective until agreed to by CSFP Local Agency and CSFP Distribution Site and signed by the authorized representative of both parties.

G. Either party may terminate the agreement with a thirty (30) day notice to the other party.

Committee: Finance and Human Resources Item Number:

Introduced By: Department of Neighborhood Services, Jeff Katz

Date Introduced: September 9, 2020

RELATING TO:

Discussion and decision to approve a revised job description for Working Foreman in the Department of Neighborhood Services Public Works Division.

SUMMARY:

This is an update of the job description for Working Foreman in Public Works

FINANCIAL:

RECOMMENDATION:

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ____

Working Foreman

Classification
Non-Exempt

Department/Division
Department of Neighborhood Services / Division of Public Works

Reports to
Superintendent of Public Works

Summary/Objective
The Working Foreman provides project-specific leadership with minimal direct supervision. The Working Foreman also rotates on-call. The on-call Working Foreman supervises after-hours assignments including utility locates, snow and ice control, street light malfunctions/knockdowns, sewer back-ups, and other duties as necessary. He/she also makes daily work assignments under the general direction of the Superintendent of Public Works.

Essential Functions
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Makes work assignments through coordination with the Superintendent of Public Works. Assures safe and efficient completion of work by setting the pace of work, planning future work, demonstrating proper work methods, inspecting the quality of work, and evaluating the production of completed work.
- Ensures that safety precautions are taken, including the proper distribution of traffic control devices.
- Ensures that proper tools and supplies are available to staff.
- Ensures that workers remain on the job as necessary to complete assigned task.
- Operates survey equipment to establish line and grade in construction projects.
- Operates trucks/equipment and completes hand work along with the workers supervised**,** as necessary.
- Completes written and oral reports in conjunction with Superintendent of Public Works.
- May operate equipment based on operational needs.

Supervision and Responsibility
- Works under supervision of Superintendent

- Supervises and coordinates daily assignments for Senior Operators, Operators, Laborers, Mechanics and Seasonal Workers
- Frequently works independently on complex projects
- Frequently acts as project lead on complex projects
- Frequently works independently or acts as project lead in a specialty such as street signs, street lights, and video sewer inspection

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Ability
- Problem Solving/Analysis
- Organization Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus
- Basic Math Skills

Language and Reasoning Abilities:

- Ability to be able to verbally communicate with other city employees, contractors and the public in a clear, effective, and respectful manner.
- Ability to read and interpret documents such as safety rules, operation and maintenance instructions and procedures manuals.
- Ability to write routine reports.
- Ability to use common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Ability to deal with problems which involve several concrete variables in standardized situations.
- Ability to work in a safe manner and with others safety in mind.
- Ability to follow City policies and work rules.

Mathematical Skills:

- Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.

Position Type and Expected Hours of Work

This is a full-time position, with normal hours of 7:00 am – 3:30 pm, Monday through Friday. However, you must have the ability to work nights, weekends, overtime and odd hours when required; such as while scheduled on-call and during other situations as they occur.

Travel

Travel to conferences, seminars, training, etc. is encouraged, as budgeted.

Required Education/Training and Experience
High school diploma or General Education Degree (G.E.D.). Five years of experience and training in public works or construction.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications:
Must either possess a valid Wisconsin Commercial Driver's License (CDL), with certifications A, B and C upon employment.

Must obtain an N endorsement within 6 months of employment.

Advanced knowledge of various construction trades and crafts. The ability to attain CPR and first aid certification after employment with the city.

Physical Demands:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to reach with hands and arms; stoop, kneel, crouch, or crawl; and talk or hear. The employee is occasionally required to sit, use hands to handle, and talk or hear. The employee must occasionally lift and move up to 80 lbs. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. During emergency periods, the employee may be expected to work long hours in adverse weather conditions.

Work Environment:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.

While performing the duties of this job, the employee is regularly exposed to outside weather conditions ranging from extremely hot to moderate to extremely cold conditions. The employee is occasionally exposed to vibration, moving mechanical parts, high precarious places, fumes or airborne particles, toxic or caustic chemicals, risk of electric shock, wet and/or humid conditions, noxious odors, dust and poor ventilation. The noise level in the work environment is often loud. An inside office environment with little to moderate noise.

Equipment Used:
Computer, tablet, laptop or other devices. Calculator, copy machine and measuring devices. Hand tools, power tools, chain saws, shovel and brooms. All trucks, front end loaders, excavators, tractors, paving equipment, sewer flushing and vacuuming equipment, air hammer, material handling equipment, mower, and snow plow (all equipment operated by the Department). First aid equipment, traffic control devices, breathing apparatus, hearing and personal protective equipment. Proper use of PPE may require the employee to be clean shaven.

Pre-Employment Requirements:
Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary and Benefits:
Wages and benefits are determined by the existing non-represented resolution.

Other Duties
Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement
It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.

Committee: Finance and Human Resources Item Number:

Introduced By: Darren Rausch, Health Officer/Director

Date Introduced: September 9, 2020

RELATING TO:

Contract amendment between the State of Wisconsin Department of Health and Family Services and the Greenfield Health Department related to 2020 Consolidated Contract grant funding related to public health emergency preparedness.

SUMMARY:

Consolidated Contract funding continues in 2020 from the Centers for Disease Control and Prevention (CDC) administered through the Wisconsin Department of Health Services. The purpose of the grant is to enhance local efforts in the areas of public health emergency preparedness.

Funding continues with slight reductions in the federal appropriation for FY2020, with the funding breakdown as follows below and included in the 2020 budget projections. Please note that as of this meeting, final allocations have not been computed or shared by the Wisconsin Department of Health Services; the dollar allocations below are either consistent with current funding and/or preliminary estimates, and reflect the budgeted allocation for 2020.

- Public Health Preparedness $ 40,707
- Cities Readiness Initiative $ 9,432

This amendment will utilize the standard State of Wisconsin one-page template for all local health departments. The contract amendment will be sent to City Attorney Brian Sajdak upon receipt.

The Board of Health will discuss the continuation of grant programs administered by the Wisconsin Department of Health Services and the acceptance of 2020 Consolidated Contract funding at the September 10, 2020, meeting.

Recommendation: Approve contract amendment.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

Committee: Finance and Human Resources Item Number:

Introduced By: Darren Rausch, Health Officer/Director

Date Introduced: September 9, 2020

RELATING TO: Discussion and decision related to Subscriber Agreement between the Greenfield Health Department and Waystar.

SUMMARY:

To increase revenue opportunities, the Health Department has established business agreements with multiple payors including Medicare and Medicaid for the provision of immunizations and other health department services.

Our electronic health record company, Software Expressions, has recently connected us to Waystar. Waystar operates to simplify revenue streams and provides a one-stop option for verifying insurance eligibility and revenue potential. In addition, due to our lower overall volume compared to clinical settings we were able to negotiate a reduction in overall annual costs for Waystar.

A copy of the Agreement was sent to City Attorney Brian Sadjak on September 1, 2020. The Board of Health will address this Agreement at their September 10, 2020, meeting.

Recommendation: Approve Subscriber Agreement.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER _X__ Agreement

Darren Rausch
Owner

August 17, 2020

Greenfield Health Department
7325 W Forest Home Ave
Greenfield, WI 53220

Dear Darren,

Thank you - and thank you to your team - for the time and attention you've devoted to helping Waystar understand your goals for the future as well as the challenges you face today. We're thrilled to be joining forces with Greenfield Health Department and we look forward to helping you reach and exceed those goals in the years ahead.

The attached agreement outlines the pricing, services, and benefits we discussed, broken out by solution. To confirm, those include:

- Waystar Bundles Provider

Once you have reviewed the document, simply click "Sign Agreement", and you will be directed to DocuSign to securely complete the step-by-step electronic signature process. Once finished, you will automatically receive a PDF of the signed agreement via email. If you have any questions or need more information, please feel free as always to contact me directly at (502) 238-8489 or jake.johnson@waystar.com.

I've enjoyed working with you to create the right fit for Greenfield Health Department and I'm excited to see the great things we'll accomplish together in the future.

Best Regards,

Jake Johnson
Account Executive

Waystar Subscriber Agreement

This Subscriber Agreement ("Agreement") is made and entered into between Waystar Health ("Waystar"), and Provider/Organization ("Customer"), identified below. This Agreement governs the access and use of the products and services ("Services") made available to Customer through the Waystar platform. This Agreement shall be effective (the "Effective Date") upon the date this Agreement is executed by Customer.

Section I - Customer Address and Contact Information

Customer Information			Billing Information		
Customer Name: Greenfield Health Department			**Bill-To Name:** Greenfield Health Department		
Implementation Contact: Darren Rausch			**Billing Contact:** Darren Rausch		
Address: 7325 W Forest Home Ave			**Address:** 7325 W Forest Home Ave		
City: Greenfield	**State:** WI	**Zip:** 53220	**City:** Greenfield	**State:** WI	**Zip:** 53220
Phone: (414) 329-5264	**Fax:**		**Phone:** (414) 329-5264	**Fax:**	
E-mail: darrenr@ci.greenfield.wi.us			**E-mail:** darrenr@ci.greenfield.wi.us		

Section II - Solutions & Pricing

This Agreement governs access to and use of Services identified herein at the fees associated therewith. The proposed fee schedule will be honored until 09/16/2020 and expires thereafter unless accepted.

Waystar Bundles

Solution	Your Monthly Fee	Implementation Fee
Clearinghouse Core Bundle includes the following solutions: ▪ Claims Transactions ▪ Paper Claims: $0.53 each, $0.25 per additional page printed. ▪ Institutional Claims Transactions ▪ $0.25 each. ▪ Electronic Remittance Advice ▪ Eligibility () ▪ Eligibility inquiries in excess of submitted professional claims will be charged at $0.25 per inquiry. ▪ $129.00 per FTE. Subscribed for 1.00 FTE(s). An Enrollment Fee of $60.00 per provider and an Annual Fee of $250.00 will be assessed.	$129.00	$500.00
	Total	$500.00

Technology, Staffing, and Support Services

In addition to the features and functionality referenced within, you'll also receive the following technology, staffing and support services:

- Six Sigma designed implementation
- Unlimited users
- Ongoing training available online
- Support available through via phone, chat, or online case submission
- Frequent updates and communications from Waystar about the company's newest available features, functionality, and regulatory changes that could impact your business

- Reporting package available online
- SSAE-16 Certification & Disaster Recovery
- Access to Waystar's developer portal that facilitates product integration

Your support team and Waystar's Support & Training Center enable your users and managers to:

- Log support issues
- View/manage status of open issues
- View/manage prior issues and resolution
- Access knowledgebase articles
- Access training materials such as user guides and training videos 24/7
- Attend regularly scheduled training webinars

Section III - Terms and Conditions

1. Access and Use of Waystar Products and Services. Customer's access and use of Waystar Services are subject to the terms and conditions of this Agreement and the pricing applicable to the account, including any revisions, supplements or addendum mutually agreed to by the parties in writing. Access is restricted to Customer's internal use and benefit and any other access is prohibited. Waystar only grants access to Waystar's platform to persons, organizations and facilities that have contracted with Waystar and that are in good standing pursuant to that agreement. Customer is responsible to ensure that entities affiliated with it that have access to Services (consistent with the terms of the Agreement) will abide by the terms of this Agreement and is responsible for any of their acts and omissions, including, but not limited to, any damages caused by them.

2. Authorization and Use. Waystar grants to Customer a limited, nonexclusive and nontransferable license to use the Services. Except as otherwise set forth herein, Customer may access and use the Services for Customer's internal business use and for no other purpose. Access to Services requires minimum acceptable equipment and telecommunications capability. Unless otherwise stated by the nature of the Service, Services provided by Waystar do not include equipment, peripherals, devices or connectivity between Customer and Waystar for the transmission or receipt of Services by Customer. Customer is responsible at its expense to procure and obtain such necessary equipment and supplemental service, including, but not limited to, modems or other Internet access devices and appropriate telecommunications service. Specifications for minimum acceptable equipment and approved hardware interface devices required for access to Services may be obtained from Waystar upon request.

3. Customer Duties and Obligations.

    a. Customer agrees to use the Services provided by Waystar hereunder only in accordance with this Agreement and applicable laws, regulations, and rulings, now or hereafter imposed. Waystar reserves the right to take all actions, including termination of Services pursuant to this Agreement, which it believes to be necessary to comply with applicable laws, regulations, rulings and Waystar specifications as described herein. Customer and its users may not use or access the Services in any way which, in Waystar's reasonable discretion, adversely affects the performance or function of the Services or interferes with the ability of other authorized parties to access the Services. Waystar may suspend Customer and its users' access to and/or use of the Services, without credit, at any time if, in Waystar's sole discretion, the performance, integrity or security of the Services is in danger of being compromised as a result of such access. Customer will retain all original and source documents according to federal and state laws and regulations and shall provide all supporting documents to Waystar as requested. Customer agrees that Waystar has the right to audit and confirm information submitted, and Customer assumes all liability regarding said information. Customer agrees to consider and treat all information received through the Services as confidential. Customer is responsible for (a) identifying individuals or organizations that Customer wishes to have access to and are qualified to access Waystar Services, including, but not limited to, dedication of individuals for the implementation and training process; (b) when necessary, creating and sending required test data that would include all payers and specialties; (c) providing necessary information, complete and return to Waystar all forms reasonably required by Waystar or Payers in a timely manner; (d) providing authorized signatures to Waystar and to the payers as required by applicable law.

    b. Customer is responsible for identifying, designating and updating both the Executive Authority and Domain Administrator for Waystar Services. A description of these designations is more fully defined in Section 23 of this Agreement. Waystar will assign each entity or individual that Customer identifies as a user of Services, a password and

Customer agrees, for Customer and all such affiliated entities, not to reveal said password to any third party without Waystar's written consent. Customer agrees to notify Waystar immediately and in writing of any known or suspected unauthorized use of Waystar Services or suspected breach of security (including loss, theft, unauthorized password disclosure, etc.). Customer acknowledges that Waystar may find it necessary to disable access to Waystar's platform and any Service at any time if Waystar has reason to believe that Customer or an affiliate has violated this Agreement or presents a security risk. Customer agrees to implement and enforce appropriate security measures to reduce the risk of unauthorized access to Services.

4. Waystar Duties and Obligations. Waystar agrees to supply and support the Services subscribed to by Customer in conformity with the terms of this Agreement. Waystar shall provide Customer with information materials regarding initiation and use of Waystar's Internet-based and desktop Services and network. Waystar will provide all reasonably required start-up and maintenance services to Customer in initiating use of the connections with Services. Waystar will also provide online education and testing, system implementation and mapping, as well as, troubleshooting services. In the event that Customer and Waystar mutually agree that it is necessary for Waystar personnel to travel to Customer's location for implementation, training, or general customer support, Customer agrees to reimburse Waystar's travel and related expenses.

5. Confidential and Proprietary Information. All proprietary information disclosed by either Party to the other in connection with this negotiating and entering into this Agreement shall be deemed confidential by both Parties and protected from disclosure to others using reasonable security measures. Customer acknowledges and agrees that the Services disclosed or otherwise made available by Waystar under this Agreement are proprietary and/or confidential to Waystar and owned exclusively by Waystar, and that such information shall not be disclosed by Customer or used for any purpose not expressly permitted herein, except as required by law or with the prior written consent of Waystar. Such information includes, but is not limited to, user documentation provided to Customer hereunder, the terms and conditions of this Agreement and the pricing for Services. Services or information provided pursuant to this Agreement may not be copied, reproduced, modified, reverse engineered, translated, decompiled, disassembled, emulated, sublicensed, rented, leased, conveyed, assigned or used in any way other than as specifically authorized in this Agreement except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation. Proprietary information shall not include information that (a) was known to either party prior to the disclosure by the other; (b) is or becomes generally available to the public other than by breach of this Agreement; (c) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party; or (d) is independently developed by a party. Additionally, Waystar's name, trademarks, trade names and logos are proprietary to Waystar and may not be used without Waystar's prior written consent. Unauthorized transmission or release of such information may cause material adverse consequences to Waystar. Therefore, Customer and Waystar, respectively, agree to immediately remedy any breach of this Section and waive any legal defenses the violator may have to immediate equitable actions required to restrict any unauthorized release. The offending party will pay all reasonable costs/ penalties associated with said unauthorized release of confidential information.

6. HIPAA. Customer and Waystar shall enter into the business associate agreement attached to this Agreement. Customer acknowledges that the intrinsic value of Waystar's Services is dependent upon the use of de-identified data from its numerous sources, and accordingly, Customer authorizes Waystar to use de-identified data regarding Customer or Customers' clients derived from the use of Services under this Agreement, for consideration or otherwise. Customer may also elect to seek integration with a practice management, electronic health record or health information system. In the event of such election, Customer hereby grants Waystar the right to utilize its data for such purpose.

7. Privacy and Security.

a. Waystar has established and agrees to maintain physical, electronic and procedural safeguards that meet or exceed industry standards in the healthcare claims processing and financial services industries including HIPAA, HITECH and the Gramm-Leach-Bliley Act including all applicable regulations promulgated under such statutes.

b. Customer acknowledges that account codes and passwords are critical elements to maintaining privacy and security and that Customer agrees to keep confidential and not to disclose to any third parties account codes or passwords issued to Customer by Waystar. Accordingly, Customer assumes full responsibility for selection and use of codes or passwords as may be permitted or required by the particular Service involved. Customer shall be responsible to ensure that each user granted an account code and/or password: (a) is fully aware of all of the obligations under this Agreement and acts in accordance with them; and (b) maintains the secrecy and security of account codes and passwords and does not disclose them to any other person or entity. Customer shall be responsible for any use or access to the Services by any person or entity accessing it through the use of a Customer account code and password, whether such access was authorized or not. The use of the account code and password assigned to any user shall be deemed to constitute the acts of such person, and Waystar shall be entitled to rely upon the data input without any obligation to identify or otherwise verify any person who gains access to the Services by means of such account code or password. Customer acknowledges that transmission of confidential information outside of Waystar's secure platform may not be secure. Email, instant messaging or other forms of communication, should not contain confidential or personal information as these forms of communication cannot be assuredly secure and private.

8. Pricing and Payment.

a. Charges shall be calculated based on the number of Providers included in Customer's billing plan in any calendar month as recorded by the Waystar platform. For the purposes of the calculation set forth in the preceding sentence, a "Provider" shall be defined as either (i) human individual with a unique national provider identifier or (ii) a non-human entity submitting fewer than five hundred (500) claims per month which has a unique national provider identifier. In the event any non-human entity defined as Provider in the foregoing sentence exceeds the five hundred (500) claims per month threshold (as such usage is recorded by Waystar's system) then such excess claims transaction shall be billed at $1 per each claims transaction above the five hundred (500) threshold. Furthermore, the five hundred (500) threshold and the $1 per transaction pricing shall also apply any services set forth in Section II of this Agreement which utilizes per Provider pricing and for which the number of claims transactions is the basis for the calculation of the monthly fee(s). Charges include monthly fees, license fees and transaction or usage fees as set forth herein. Transaction or usage fees shall be based on the amount of usage recorded by Waystar's system, and the pricing in effect at the time of Customer's use of such Services.

b. The prices for Services provided hereunder do not include sales, use, excise, value added, utility or similar taxes which may be applicable in the U.S. or at any other location. Consequently, in addition to the specified prices, the amount of any such present or further tax applicable to the provision of Services hereunder by Waystar shall be paid by Customer (other than those taxes which are associated with the income of Waystar), or Customer shall reimburse Waystar for such taxes upon its receipt of billing therefore from Waystar. At any time after the conclusion of the Initial Term (as defined in Section 10 below), Waystar reserves the right to apply periodic price increases, but no more than once every twelve (12) months. These increases shall not exceed the greater of (i) five percent (5%) or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers since the last applicable price increase, whichever is greater. If Customer claims an exempted status from any applicable tax, Customer shall provide Waystar with a tax-exemption certificate acceptable to the taxing authorities. In addition, Customer acknowledges that Waystar has no control over certain government-imposed fees and tariffs nor changes in the rules, regulations or operating procedures of any service supplier (e.g. postal increases or interchange fees) or any federal, state or local governmental agency

or regulatory authority which may result in a cost increase. Any such increase shall become effective for Customer on the same day as the increase becomes effective as to Waystar or is otherwise incurred by Waystar. Further, any such increase will not be considered a contributing percentage to the periodic price increases.

c. All payments should be sent to Waystar via US Mail or as otherwise agreed, to the address set forth on the invoice. Invoices are due upon receipt. Waystar offers various automated payment options including ACH and recurring billing. Customer may choose an automated payment option by contacting Waystar's accounting department. Due to the high direct costs of some services, Waystar restricts the use of purchasing cards, credit cards or debit cards to transactions totaling less than five thousand dollars ($5,000) in a given month. Charges in excess of this amount will be subject to a convenience fee of three percent (3%).

d. Waystar reserves the right to charge Customer a $50.00 reactivation fee for frequent late payments resulting in disruption or deactivation in Service. Late payments (after 60 days) will be subject to a late fee equal to one and one-half (1.5%) per month or at the maximum interest rate allowable under applicable law, whichever is lower, of the overdue amount, except amounts disputed by Customer in writing in good faith within ten (10) days following receipt of the invoice. If any undisputed amount of any invoice remains unpaid, Waystar may (without terminating this Agreement and reserving cumulatively all other remedies and rights under this Agreement and at law) suspend further Services and licenses to access the Services under this Agreement without further notice to Customer. Customer is responsible for all costs of collection including, but not limited to, collection agency fees and attorney fees.

9. Custom Development and Consulting. Waystar will provide custom development and consulting services ("Special Services") on an "as requested" or "as required" basis to Customer. Any and all Special Services will be clearly communicated to Customer and approved in writing by both parties prior to undertaking. Fees for Special Services provided to Customer shall be billed to Customer upon the delivery thereof or as scheduled and mutually agreed upon at Waystar's then current rates (with the development or consulting being billable in fifteen (15) minute increments). Other fees payable by Customer shall include the reasonable costs of travel and related expenses to and from Customer's site as required by such Special Services.

10. Term and Termination.

a. The initial term (the "Initial Term") shall begin on the Effective Date and shall continue for a period of two (2) years, unless modified or terminated, in accordance with the other provisions of this Agreement. This Agreement shall automatically renew thereafter annually for additional one (1) year terms (each a "Renewal Term"), unless written notice of termination is provided by the terminating party at least sixty (60) days prior to the end of the Initial or any Renewal Term. Termination of this Agreement shall not terminate Customer's obligation to pay Waystar for all Services performed under the Agreement prior to discontinuance of performance by Waystar due to termination. In the event that Customer terminates this Agreement for reasons other than those set forth in this Section 10 of this Agreement during the Initial Term, Customer shall pay to Waystar, as liquidated damages, a fee equal to fifty percent (50%) of the monthly fee and estimated transaction fees the remaining portion of the Initial Term. If Customer's implementation project is cancelled by Customer or cancelled by Waystar because of Customer non-responsiveness, this will be deemed a termination of this Agreement triggering liquidated damages. Such payment shall be in addition and not in lieu of any other remedy of Waystar may have elect to pursue under applicable law.

b. Either Waystar or Customer may terminate this Agreement if the other party fails to perform or to comply with a material term or condition of this Agreement and if such failure is not cured within forty-five (45) days after notice specifying such failure and the non-breaching party's intention to terminate. In addition, Waystar may suspend or terminate this Agreement (a) if Customer breaches Section 8, or (b) if Customer fails to comply with any obligation under Section 3.

c. In the event that Customer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within thirty (30) days after filing, or takes any action or is subject to any action equivalent to any of the foregoing then, to the extent permitted by law, Waystar shall have the right, at its option at any time thereafter, to terminate this Agreement and its obligations hereunder by giving Customer written notice thereof.

11. Assignment. All terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns, including without limitation, any successor to either party resulting by reason of corporate merger, consolidation or reorganization or incorporation of a partnership. Notwithstanding the foregoing, any assignment of this Agreement by Customer shall be void without the prior written consent of Waystar. Waystar shall have the right to assign this Agreement to a parent, affiliate, subsidiary, or successor in interest. The obligations of Waystar under this Agreement may be provided or fulfilled by any subcontractor of Waystar so long as Waystar retains full responsibility for such obligations.

12. Warranties and Exclusive Remedies. Waystar makes no warranty or representation concerning the adequacy, completeness, usefulness, or sufficiency of any Services or information or results thereof provided hereunder. Waystar does not warrant that the functions contained in the Services and the applications thereof will meet Customer's requirements or that the Services will operate without interruption or be error free. The Services and any information provided hereunder and the results thereof are provided on an AS IS, AS AVAILABLE basis without any warranty of any type except that Waystar will use reasonable efforts to correct any errors which are due solely to malfunction of Waystar's computers, operating systems or programs, or errors by Waystar's employees or agents. Correction shall be limited to rerunning of the job or jobs and/or recreating of data or program files. Waystar shall not be responsible in any manner for (i) errors or failures of proprietary systems or programs other than those of Waystar; (ii) errors or failures of Customer's software or operational systems; (iii) Customer's use of the Waystar Services on a computer system that does not conform to Waystar's specifications; (iv) computer viruses imported into the Services from or through Customer's internal computer systems; (v) misuse of or damage to the Waystar software; or (vi) Customer's failure to report to Waystar the existence and nature of any non-conformity or defect of the Waystar Services promptly upon discovery thereof. THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE, AND THERE ARE NO OTHER WARRANTIES OF ANY TYPE WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Should there be any failure in performance by Waystar or errors or omissions by Waystar with respect to the information being transmitted (because of negligence or otherwise), Waystar's sole liability, and Customer's exclusive remedy, shall be limited to Waystar's use of commercially reasonable efforts to correct such failure in performance or errors or omissions.

13. Exclusions and Limitations of Liability.

    a. IN NO EVENT SHALL WAYSTAR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION CUSTOMER'S CLIENTS) FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICES HEREUNDER, EVEN IF WAYSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT WAYSTAR WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY. DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY WAYSTAR, IT IS AGREED THAT IN NO EVENT WILL WAYSTAR BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY WAYSTAR'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHICH IS NOT REPORTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF SUCH FAILURE TO PERFORM.

b. CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF WAYSTAR. ACCORDINGLY, WAYSTAR ASSUMES NO LIABILITY FOR OR RELATION TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT.

c. WAYSTAR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ACTIONS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DISPUTES CONCERNING PAYMENT OF CLAIMS, ELIGIBILITY STATUS OF A PATIENT, AUTHORIZATIONS FOR CREDIT, DEBIT OR CHECK TRANSACTIONS, PRE-AUTHORIZATION, PRE-CERTIFICATION, OR OTHER PAYER-SUBMITTED INFORMATION. INFORMATION SUBMITTED BY A PAYER THROUGH WAYSTAR IS NO GUARANTEE OF PAYMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY; ELIGIBILITY INFORMATION IS SUBJECT TO CHANGE AND WAITING PERIODS MAY APPLY.

d. THE LIABILITY OF WAYSTAR FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED HEREIN, INCLUDING BY WAY OF INDEMNIFICATION, SHALL, IN THE AGGREGATE, NOT EXCEED ONE (1) MONTH'S AVERAGE BILLING TO CUSTOMER FOR PRODUCTS AND SERVICES HEREUNDER TAKEN OVER THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY ALLEGED TO HAVE OCCURRED, OR, IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT.

14. Force Majeure. Waystar shall not be liable to Customer by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of Waystar or its subcontractors. Such causes may include, but are not limited to, unavailability of communications facilities, acts of God, acts of the public enemy, Customer's actions or failure to act, acts of civil or military authority, governmental priorities, fires, floods, strikes, unavailability of labor, materials, or energy sources, delay in transportation, riots or war.

15. Record Retention. If required by regulations now or hereafter issued by the Centers for Medicare & Medicaid Services (formerly known as the Health Care Financing Administration) pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(I)(I) of the Social Security Act [42 U.S.C. § 1395 (x)(v)(1)(I)], 42 C.F.R. §§420.300-420.304), as amended, and the regulations promulgated thereunder, the books and records of Waystar necessary to certify the nature and extent of costs associated with Waystar's performance of services under this contract shall be maintained and preserved by Waystar for such period of time as provided by law so as to be available for and subject to inspection and review by appropriate agencies of the United States. In addition, if and to the extent that Waystar uses the services of a related organization to provide services hereunder, Waystar will require such related organization to maintain, preserve and make available its books and records to the same extent that Waystar is so required. In the event that this Agreement is not subject to the provisions of Section 952 or regulations promulgated hereunder, this section of the Agreement shall be null and void. The provisions of this Section shall survive the expiration or termination of this Agreement.

16. Independent Contractors. Waystar and Customer are independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between Waystar and Customer.

17. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without giving effects to conflicts of laws provisions. The parties agree that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

18. Dispute Resolution. Any controversy or claim, whether based on contract, tort, strict liability, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") will be resolved solely in accordance with the terms of this section. If the Dispute cannot be settled by good faith negotiation between the parties, the parties will submit the Dispute to non-binding mediation in Louisville, Kentucky. If complete agreement cannot be reached within thirty (30) days after submission to mediation, any remaining issues will be resolved by a confidential arbitration by an arbitrator under the Commercial Rules of Arbitration of the American Arbitration Association. The arbitration shall take place in Louisville, Kentucky and shall not be consolidated with any claim or controversy of any other party. The arbitrator shall have the power to make appropriate orders and rulings to regulate discovery. The arbitrator shall not have the power to award special, incidental, consequential, punitive or exemplary damages. The prevailing party shall be entitled to recover from the other party all costs, expenses and reasonable attorneys' fees, to be fixed by the arbitrator, and which were incurred in any arbitration arising out of or relating to this Agreement, and in any legal action or administrative proceeding to enforce the terms of this section or to enforce any arbitration award or relief. The decision of the arbitrator shall be final and binding on each of the parties and judgment thereon may be entered in any court having jurisdiction. The mediation and arbitration procedures are intended to be the exclusive methods of resolving any claim arising out of or related to this Agreement. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. The arbitrator's award shall be accompanied by a reasoned opinion.

    CUSTOMER UNDERSTANDS THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF CUSTOMER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN CUSTOMER AND WAYSTAR.

19. Entire Agreement. This Agreement sets forth all the representations, promises and understandings between Customer and Waystar on the matters set forth herein. If any part or parts of this Agreement are held to be invalid, illegal or unenforceable, such part will be treated as severable, and the remaining parts of the Agreement shall continue to be valid and enforceable as to the parties hereto.

20. Indemnification by Waystar. Waystar will indemnify and defend Customer against any claim by third parties that Customer's use of any of Waystar Services as authorized hereunder infringes upon the patent rights, copyrights, trademark rights or trade secret rights in the United States of a third party and pay any resulting damage award or settlement amount, provided that: (i) such claim does not arise out of Customer's misuse of Waystar Services; (ii) Customer promptly notified Waystar in writing of such claim; (iii) Waystar will have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (iv) Customer cooperates with Waystar in every reasonable way to facilitate settlement or defense of such claims; and (v) should such Waystar Service become or, in Waystar's opinion, be likely to become, the subject of an infringement claim, Customer will permit Waystar, at Waystar's expense to procure such right to continue using such Service, replace or modify the Service or terminate, without penalty, Customer's use of the affected Service, in which event Waystar will refund to Customer, on a pro-rata basis, any unused prepaid amounts related thereto.

21. Indemnification by Customer. Except to the extent arising solely to the gross negligence or intentional misconduct of Waystar, Customer shall indemnify and hold Waystar, its directors, officers, affiliates, agents and employees, harmless from and against any and all losses, liabilities, damages or expenses of any type (or claims of damage or liability) asserted against Waystar and arising out of information provided to Waystar, by customer, or any use or provision thereof to any third party, or any other act or inaction of Customer.

22. Survival. The representation, warranties, covenants, and agreements of any of the parties hereto contained in Sections 1, 2, 5-8, 10, 12-21 of this Agreement will survive the expiration or earlier termination of this Agreement. Expiration or termination of this Agreement for any reason will not terminate Customer's obligation to pay Waystar for all Services performed prior to the date of such expiration or termination.

23. Executive Authority and Domain Administrator. The "Executive Authority" identified below is an authorized individual empowered to make decision on behalf of Customer and having the legal authority to legally bind Customer. The Executive Authority may issue a directive to Waystar to designate, modify or change the Domain Administrator. The "Domain Administrator" as identified below, will have full administrative privileges for Customer's account or family of accounts (Domain) to add and delete users and will manage access rights, privileges and permissions for each user for the domain. As such, the Domain Administrator will be assigned a login and password to access the Waystar platform for the designated domain to permit this individual to perform these functions.

Domain Administrator		
Name: Darren Rausch		
Office Address: 7325 W Forest Home Ave		
City: Greenfield	**State:** WI	**Zip:** 53220
Phone: (414) 329-5264	**Fax:**	**Cell:**
E-mail: darrenr@ci.greenfield.wi.us		
Executive Authority		
Name: Darren Rausch		
Office Address: 7325 W Forest Home Ave		
City: Greenfield	**State:** WI	**Zip:** 53220
Phone: (414) 329-5264	**Fax:**	**Cell:**
E-mail: darrenr@ci.greenfield.wi.us		

In Witness Whereof, the parties to this Agreement, in recognition of their undertakings set forth above, and for due and valid consideration, execute this Agreement.

Greenfield Health Department	ZirMed, Inc. d/b/a Waystar Health
By (signed):	By (signed):
Name: Darren Rausch	Name:
Title: Health Officer/Director	Title:
Effective Date: 8/31/2020	Date:

This Business Associate Agreement (this "Agreement") is entered into between Waystar Health ("Business Associate") and Greenfield Health Department ("Covered Entity"), and shall be effective (the "Effective Date") upon the date this Agreement is executed by the Covered Entity.

Covered Entity and Business Associate mutually agree to modify any current or future services agreement executed by and between them in order to incorporate the terms of this Agreement to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

The parties further agree that Business Associate will function as a "business associate" of Covered Entity and Covered Entity will function as a "covered entity" as those terms are defined in 45 C.F.R. §160.103.

1. Definitions. The terms "Electronic Protected Health Information" and "Protected Health Information" have the meanings set out in 45 C.F.R. §160.103. The term "Unsecured Protected Health Information" has the meaning set forth at 45 C.F.R. §164.402. The term "Required by Law" has the meaning set out in 45 C.F.R. §164.103. The term "Treatment" has the meaning set out in 45 C.F.R. §164.501. The term "Authorization" has the meaning set out in 45 C.F.R. §164.508. The term "Subcontractor" has the meaning set out in 45 C.F.R. §160.103. The term "Breach" will have the meaning set out at 45 C.F.R. §164.402. The term "Designated Record Set" will have the meaning set out at 45 C.F.R. §164.501.
2. Privacy of Protected Health Information.
    a. Permitted Uses and Disclosures. Business Associate is only permitted to use and disclose Protected Health Information, whether in paper form or in electronic form, that it creates or receives from Covered Entity (or another business associate of Covered Entity) ("Covered Entity's Protected Health Information") as follows:
        i. Functions and Activities on Covered Entity's Behalf. To perform functions, activities, services, and operations on behalf of Covered Entity as specified in the services agreement.
        ii. Covered Entity's Operations. For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of Covered Entity's Protected Health Information, either:
            A. The disclosure is Required by Law; or
            B. Business Associate obtains reasonable assurance, evidenced by a written contract with terms substantially similar to this Agreement, from any third party person or entity to which Business Associate will disclose Covered Entity's Protected Health Information that the person or entity will:
                1. Hold Covered Entity's Protected Health Information in confidence and use or further disclose Covered Entity's Protected Health Information only for the purpose for which Business Associate disclosed Covered Entity's Protected Health Information to the person or entity or as Required by Law; and
                2. Promptly notify Business Associate (who will in turn notify Covered Entity in accordance with Sections 4(a) and (b) of this Agreement) of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's Protected Health Information was breached.

    b. Minimum Necessary. Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 2(a) above, make reasonable efforts to use, to disclose, and to request of Covered Entity only the

minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to:

i. Use for or disclosure to an individual who is the subject of Covered Entity's Protected Health Information, or that individual's personal representative;
ii. Use or disclosure made pursuant to an Authorization that is signed by an individual who is the subject of Covered Entity's Protected Health Information to be used or disclosed, or by that individual's personal representative;
iii. Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section 7(a) of this Agreement;
iv. Use or disclosure that is Required by Law; or
v. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in the Privacy Rule (as hereinafter defined).

c. Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by this Agreement or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule").
d. Information Safeguards.
    i. Privacy of Covered Entity's Protected Health Information. Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
    ii. Security of Covered Entity's Protected Health Information. Business Associate will use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Covered Entity's Electronic Health Information, to prevent use or disclosure of that Electronic Protected Health Information other than as provided for by the Agreement.
e. Subcontractors. Business Associate will require any of its Subcontractors, to which Business Associate is permitted by this Agreement to disclose Covered Entity's Protected Health Information, to agree, as evidenced by written contract with terms substantially similar to those found in this Agreement, that such Subcontractor will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information that are applicable to Business Associate under this Agreement.

3. Individual Rights.
    a. Access. Business Associate will, within five (5) days following Covered Entity's request, make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies, Covered Entity's Protected Health Information, in a Designated Record Set, about the individual that is in Covered Entity's custody or control.
    b. Amendment. Business Associate will, upon receipt of written notice from Covered Entity, promptly amend, or permit Covered Entity access to amend, any portion of Covered Entity's Protected Health Information.
    c. Disclosure Accounting. So that Covered Entity may meet its disclosure accounting obligations under the Privacy Rule:

i. Disclosures Not Subject to Accounting. Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information that are expressly excluded from such disclosure accounting requirement as set forth at 45 C.F.R. § 164.528(a)(1).

ii. Disclosures Subject to Accounting and Necessary Information. Business Associate will record the information specified in Section 3(c)(ii)(A) or (B), as applicable, for each disclosure of Covered Entity's Protected Health Information that Business Associate makes to third party. With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

A. Disclosure Information Generally. Except for repetitive disclosures of Covered Entity's Protected Health Information as specified in Section 3(c)(ii)(B) below, the Disclosure Information that Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which Business Associate made the disclosure, (3) a brief description of Covered Entity's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure.

B. Disclosure Information for Repetitive Disclosures. For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity, the Disclosure Information that Covered Entity must record is either (1) the Disclosure Information specified in Section 3(c)(ii)(A) above for each accountable disclosure; or (2) the Disclosure Information specified in Section 3(c)(ii)(A) for the first of the repetitive accountable disclosures, the frequency, periodicity, or number of the repetitive accountable disclosures, and the date of the last of the repetitive accountable disclosures.

iii. Availability of Disclosure Information. Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within thirty (30) days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

d. Restriction Agreements and Confidential Communications. Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information, or (ii) requires confidential or alternate methods of communication about Covered Entity's Protected Health Information, provided that Covered Entity notifies Business Associate in writing of the restriction or confidential or alternate communication obligations that Covered Entity must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential or alternate communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement.

4. Privacy/Security Breach Investigations & Reporting.

a. Business Associate will promptly and thoroughly investigate any suspected Breach of Covered Entity's Unsecured Protected Health Information not permitted by this Agreement or applicable law.

b. Business Associate will notify Covered Entity regarding a Breach of Covered Entity's Unsecured Protected Health Information ("Covered Entity Privacy Event") without unreasonable delay, but in no event later than three (3) calendar days of discovering that a Breach occurred, regardless if such Covered Entity Privacy Event is discovered by Business Associate or by any Subcontractor of Business Associate. Additionally, Business Associate will use its best efforts to assist with Covered Entity's breach investigation by making a timely written report to Covered Entity on any

substantiated investigation of a Covered Entity Privacy Event. Business Associate will include as much of the information described in Sections 4(c) as is available at the time the report is written and will supplement the report with additional information once that information is known.

c. Business Associate's initial written report concerning a Covered Entity Privacy Event will, at a minimum:
    i. Identify the names and respective titles of those who conducted the investigation on the part of Business Associate, be delivered on Business Associate's official letterhead, be signed by an officer or director of Business Associate or other responsible person and contain appropriate contact information should Covered Entity need further clarification regarding the content of the report;
    ii. Identify Covered Entity's Protected Health Information (at the individual level) that was subject to the Breach and the date the Breach occurred;
    iii. Identify the date the Breach was discovered by Business Associate;
    iv. Identify the storage medium (e.g. floppy disc, paper record, electronic server) wherein the affected Protected Health Information was housed;
    v. Identify who committed the Breach of Covered Entity's Protected Health Information and if a disclosure of Covered Entity's Protected Health Information was made, the identity of the person or entity to which that disclosure was made and the date or dates those disclosures occurred;
    vi. Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures;
    vii. Identify what Business Associate did or will do to mitigate any harmful effect of the non-permitted use or disclosure; and
    viii. Provide any other information to Covered Entity as Covered Entity may request to fulfill its reporting obligations to an affected individual as required under 45 C.F.R. §164.410.

5. Other Covered Entity Obligation. To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate will comply with the requirements applicable to the obligation.
6. Termination of Agreement.
    a. Right to Terminate for Breach. Covered Entity may terminate the Agreement if Business Associate has breached any provision of this Agreement. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.
    b. Termination of Agreement on Conclusion of Services Agreement. This Agreement will terminate pursuant to Section 6(a) or upon the termination of the services agreement.
        i. Obligations on Termination.
            A. Return or Destruction of Covered Entity's Protected Health Information as Feasible. Upon termination Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's Protected Health Information. Business Associate will require any Subcontractor, to which Business Associate has disclosed Covered Entity's Protected Health Information to, if feasible, return to Business Associate (so that Business Associate may return it to Covered Entity) or destroy all of Covered Entity's Protected Health Information in whatever form or medium received from Covered Entity, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's Protected Health Information, and certify on oath to Covered Entity that all such information has been returned or destroyed. Covered Entity will complete these obligations as promptly as

possible, but not later than thirty (30) days following the effective date of the termination or other conclusion of the Agreement.

B. Procedure When Return or Destruction Is Not Feasible. Business Associate will identify any of Covered Entity's Protected Health Information, including any that Business Associate has disclosed to Subcontractors of this Agreement, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will, by its written contract with any Subcontractor to which Business Associate discloses Covered Entity's Protected Health Information require such Subcontractor to limit its further use or disclosure of Covered Entity's Protected Health Information that such Subcontractor cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or other conclusion of the Agreement.

C. Continuing Privacy and Security Obligation. Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of the Agreement and this Agreement.

7. General Provisions.
   a. Inspection of Internal Practices, Books, and Records. Business Associate will make its internal practices, books, and records relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to DHHS to determine Covered Entity's compliance with the Privacy Rule.
   b. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA and any other applicable law.
   c. Conflicts. The terms and conditions of this Agreement will override and control any conflicting term or condition of any services agreement. All non-conflicting terms and conditions of the services agreement remain in full force and effect.

In Witness Whereof, Business Associate and Covered Entity have caused this Addendum to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Greenfield Health Department ("Covered Entity")	ZirMed, Inc. d/b/a Waystar Health ("Business Associate")
By (signed):	By (signed):
Name: Darren Rausch	Name:
Title: Health Officer/Director	Title:
Effective Date: 8/31/2020	Date:

Committee: Finance and Human Resources Item Number:

Introduced By: Darren Rausch, Health Officer/Director

Date Introduced: September 9, 2020

RELATING TO: Discussion and decision related to Grant Agreement with the State of Wisconsin Department of Health Services and Greenfield Health Department for Tuberculosis (TB) Dispensary Program

SUMMARY:

This item is a renewal of the TB Dispensary Services Agreement that has been in effect for the past four years. Per the Agreement, the Greenfield Health Department is able to bill for tuberculosis services related to care plans and public health case management. The Wisconsin TB Program provides consultation, guidance and review of the health department TB programs, policies, procedures and clinical practices to ensure that they are in compliance with Wisconsin statutes and Administrative Codes. An important aspect of this Agreement is that we can recoup some costs for TB case management that would not otherwise be funded if this agreement did not exist.

The Aurora Edgerton clinic and our medical advisor, Dr. Katrice Brooks, who has a clinic there, are partners in this Program. Aurora has agreed to provide the necessary clinical services needed to fulfill this MOU.

In 2017, we developed a subcontract agreement with the three surrounding health departments in southwestern Milwaukee County (Franklin, Greendale, and Hales Corners). These agencies can access TB Dispensary Program services through a separate subcontract with the Greenfield Health Department. The renewal of these agreements is also on tonight's Finance agenda.

This document is available for review at the Health Department. A copy of the Agreement was sent to City Attorney Brian Sajdak via email on September 1, 2020.

Recommendation: Approve Grant Agreement.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER _X__ MOU

Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **43500-G21-TBDISPENSE-30**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:
NA

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:
Cody Wagner
31F480248CEE464...

7/10/2020

Name: Cody Wagner
Title: Office of Legal Counsel

Date Signed

Tony Evers
Governor

Andrea Palm
Secretary

State of Wisconsin
Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
PO BOX 2659
MADISON WI 53701-2659

Telephone: 608-266-1251
Fax: 608-267-2832
TTY: 711 or 800-947-3529

To: Local Health Officers

From: Pat Heger, Financial Specialist Advanced, Wisconsin Department of Health Services (DHS) Tuberculosis Program (WTBP)

Date: May 20, 2020

Re: FY 2021 Wisconsin Tuberculosis (TB) Dispensary Contracts

It is time to establish Wisconsin TB Dispensary contracts for fiscal year 2021, which runs from July 1, 2020 to June 30, 2021. Please submit signed contracts for the Wisconsin TB Dispensary by Friday, June 28, 2020. Contracts received after that date may be delayed in getting established, although coverage will be retroactive to July 1, 2020. Please contact WTBP (contact information below) if you anticipate a delay in the submission of your signed contract.

The contract is a standard purchase order interagency agreement between your health department and the State of Wisconsin. The accompanying documents (*Wisconsin Tuberculosis Dispensary Policy and Procedures, with attachments A,B, C, D, E, and G*) provide the specifics of how the Wisconsin TB Dispensary works, who is eligible for coverage, what services and medications are allowed, service codes, National Drug Codes (NDC), and reimbursement rates as of January 1, 2020.

Please follow emailed instructions to electronically sign the contract and return to DPH through DocuSign. *Attachment B* (Clinical Services Plan) must be returned or you contract will not be valid. *Attachment D* (Pharmacy Services Plan) is optional, to be completed and returned for any jurisdiction that will be requesting reimbursement for pharmacy services not ordered through the default Wisconsin TB Dispensary pharmacy.

As always, WTBP staff members are available to answer any questions you may have by phone (608-261-6319) or email (DHSWITBProgram@dhs.wisconsin.gov).

Thank You,

GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Greenfield Health Department
for
Tuberculosis (TB) Dispensary Program

DHS Grant Agreement No.: N/A
DPH Contract No.: 43500-G21-TBDISPENSE-30
Agreement Amount: Sum Sufficient
Agreement Term Period: 07/01/2020 to 06/30/2021

DHS Division: Public Health
DHS Grant Administrator: Patricia Heger
DHS Telephone: 608-261-6319
DHS Email: DHSWITBProgram@dhs.wisconsin.gov

Grantee Grant Administrator: Darren Rausch
Grantee Telephone: 414-329-5264
Grantee Email: Darren.Rausch@greenfieldwi.us
Grantee DUNS Name: City of Greenfield
Grantee DUNS Number: 789310885
Grantee FEIN: 39-6005924

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: Mark Werner

Title: Acting Administrator - Division of Public Health

Signature: DocuSigned by: Mark Werner 4B9B64E972B2414...

Date: 8/12/2020

Grantee
Entity Name: City of Greenfield Health Department

Authorized Representative

Name: Darren Rausch

Title: Health Officer/Director

Signature: DocuSigned by: Darren L Rausch BC791964B92C40E...

Date: 8/12/2020

Contents

1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

A. The State of Wisconsin Department of Health Services (DHS) is the state agency responsible for overseeing the coordination and integration of social service programs. DHS' principal business address is 1 West Wilson Street, Room, 672 Madison, Wisconsin 53703.

B. Greenfield Health Department (Grantee) is engaged in the business of providing goods and/or services desired by DHS. The Grantee's principal business address is 7325 West Forest Home Avenue, Greenfield, WI, 53220.

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibits(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached appendices.

4.1 **List of Exhibits**

Exhibit 1: Attachment A - TB Dispensary Covered Clinical Services by Patient Type
Exhibit 2: Attachment B – Tuberculosis Clinical Services Plan
Exhibit 3: Attachment C – CPT Codes and Current Medicaid Rates
Exhibit 4: Attachment D – Tuberculosis Pharmacy Services Plant
Exhibit 5: Attachment E – Wisconsin Tuberculosis Drug Reimbursement NDC Codes
Exhibit 6: Attachment F – Wisconsin Tuberculosis Dispensary Policy and Procedures
Exhibit 7: Attachment G – Payment Details

5. CONTACT INFORMATION

DHS Grant Administrator
Grant Administrator Name: Patricia Heger
Telephone**:** 608-266-9692
Email: patricia.heger@dhs.wisconsin.gov

Grantee Grant Administrator
Grant Administrator Name: Darren Rausch
Telephone: 414-329-5264
Email: Darren.Rausch@greenfieldwi.us

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A. *Prompt Payment Law*: DHS shall pay properly submitted Supplier invoices within 30 days of receipt, providing that the services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Agreement and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528
B. *State Tax Exemption*: DHS is exempt from payment of Wisconsin sales or use tax on all purchases.
C. *Payment Offsets for Grantee's Delinquency*: The State of Wisconsin may offset payments made to the Grantee under this Agreement in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS reserves the right to cancel this Agreement as provided in Agreement Cancellation, if the delinquency is not satisfied by the offset or other means during the Agreement term.
D. *Refund of Credits*: DHS may request a refund of credits owed at any time. Grantee agrees to refund credits owed within 60 days of DHS's request.

7. REPORTING

A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.

9. AFFIRMATIVE ACTION

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website: http://vendornet.state.wi.us/vendornet/doaforms/DOA-3021P.pdf

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services

Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least $50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan). The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at https://www.dhs.wisconsin.gov/civil-rights/requirements.htm or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707

dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

A. *Reporting to DHS*: Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.
C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such

breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.

D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
   1. $1,000 for each individual whose Confidential Information was used or disclosed;
   2. $2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
E. *HIPAA:* The Grantee is not a "business associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are business associates, then the parties shall comply with DHS' Business Associate Agreement.

   If the Grantee is a business associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services**.**

   In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a business associate must complete a Business Associate Agreement (BAA) F-00759. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. SUBGRANT or SUBCONTRACT

A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.
B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

13. GENERAL PROVISIONS

A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than $3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319

D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

14. ACCOUNTING REQUIREMENTS

A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm).

15. CHANGES IN ACCOUNTING PERIOD

A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

16. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and installed or developed and installed under this Agreement.
C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

17. AUDITS

A. *Requirement to Have an Audit*: Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is $100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.

B. *Audit Requirements*: The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
- DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than $100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.

C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number and the percentages of federal, state and local funds constituting the agreement.

D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:

1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
4. Report on compliance for each major program and a report on internal control over compliance.
5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling $100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.
For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
   1. The auditee did not have an audit.
   2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
   3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
   4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
   5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

J. *Sanctions:* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
   1. Requiring modified monitoring and/or reporting provisions;
   2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
   3. Disallowing the cost of audits that do not meet these standards;
   4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
   5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
   6. Assessing financial sanctions or penalties;
   7. Discontinuing contracting with the auditee; and/or
   8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.

K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

   The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

   DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

18. OTHER ASSURANCES

A. The Grantee shall notify DHS in writing, within 30 days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.

B. The Grantee shall notify DHS in writing, within 30 days of the date payment was due, of any past due payment in excess of $500 or when total past due liabilities to any one or more vendors exceed $1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.

C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to $500,000.

19. RECORDS

A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.

B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.

C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.

D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.

E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

20. CONTRACT REVISIONS AND/OR TERMINATION

A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
   1. Increased or decreased volume of services.
   2. Changes required by state and federal law or regulations or court action.
   3. Increase or reduction in the monies available affecting the substance of this Agreement.

B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.

C. Non-Appropriation
   DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Agreement.

D. Termination for Cause
   DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
   The Grantee may terminate the Agreement after providing DHS one hundred and twenty (120) calendar days written notice of DHS' right to cure a failure of DHS to perform under the terms of this Agreement.

Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.

E. Termination for Convenience

Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.

In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement. The Grantee shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

F. Cancellation

DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:

1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
3. Makes an assignment for the benefit of creditors;
4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
5. Incurs a delinquent Wisconsin tax liability;
6. Fails to submit a non-discrimination or affirmative action plan as required herein;
7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
8. Becomes a federally debarred Grantee;
9. Is excluded from federal procurement and non-procurement Agreements;
10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
12. Grantee performance threatens the health or safety of a state employee or state customer.

21. NONCOMPLIANCE AND REMEDIAL MEASURES

A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.

B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.

C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.

D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

22. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
   1. A brief statement of the issue.
   2. The steps that have been taken to resolve the dispute.
   3. Any suggested resolution by either party.
B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within 14 days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within 30 days after receiving the review request.
C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within 14 days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within 30 days after receiving the Step B review request.

23. FINAL REPORT DATE

A. Expenses incurred during the Agreement period but reported later than 60 days after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
B. Expenses incurred outside of the Agreement period would be considered not allowable.

24. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

25. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

26. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

27. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

28. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

29. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: https://www.gsa.gov/portal/forms/download/116430. A completed disclosure must be provided upon Department request.

30. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

31. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

32. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

33. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

34. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

A. Funding percentages: Federal: 0% State: 100% Local/Other: 0%

B. Match Requirements: N/A

35. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds 60 days inclusive of the two signature dates.

ATTACHMENT A

Wisconsin TB Dispensary Program

Covered Clinical Services by Patient Type – Fiscal Year 2021

NOTE: Any additional services that exceed allowed number of services MUST have a pre-authorization and are at the discretion of the Wisconsin TB program (WTBP) for reimbursement.

Type and amount of services covered by the WTBP (for the duration of treatment):			
Service	**Active Tuberculosis (TB) Disease**	**Suspect or contact who is eventually ruled out**	**Latent TB Infection (LTBI)**
Laboratory tests** (does not include blood collection)	**Diagnostic IGRA** - 2 **Liver function*** - 1 to 2 **CBC w/ platelets** - 1 **HIV** - 1 **Serum creatinine** - 1 **Uric acid** - 1 **A1C** – 1 **Alkaline Phosphate-** 1	**Diagnostic IGRA**- 2 (1 at baseline, 1 at 8-10 weeks post-exposure) **Liver function*** -1 **HIV** - 1	**Diagnostic IGRA-** 2 **Liver function*** - 2 **CBC w/ platelets** - 1 **HIV** - 1
Blood specimen collection (venipuncture)	≤ # of tests performed	≤ # of tests performed	≤ # of tests performed
Diagnostic tuberculin skin test (TST, includes placement & reading)	1	2 (1 at baseline, 1 at 8-10 weeks post-exposure)	1
Chest Imaging & interpretation (CT or 2-view chest X-ray recommended for diagnosis)	3	2	1
Medical evaluation by MD	4 total [1 new (diagnostic)] [3 established (follow-up)]	2 total [1 new (diagnostic)] [1 established (follow-up)]	2 total [1 new (diagnostic)] [1 established (follow-up)]
Sputum collection	Various***	3	3

DOT and Nurse Services Codes	
Directly Observed Therapy (DOT)****	Service code H0033 DOT/VDOT includes patient education and symptom check for adverse drug reactions.
Symptom & Treatment Monitoring****	Service codes 99401-99404 (without DOT)
Patient education/ Anticipatory guidance****	Service code S9445 (Without DOT)
Travel for DOT****	Service code T0001 45 to 60 minutes per day, round trip

* "Liver function" includes a single ALT, AST, or total bilirubin; if more than one liver function test is performed, please use hepatic function panel [service code 80076], which includes all three tests. Hepatic function panel can be substituted with the combination of a complete metabolic panel and total bilirubin test.

** Whenever possible, use the fee-exempt testing (HIV and liver function test) performed by the Wisconsin State Laboratory of Hygiene (WSLH). Testing performed by laboratories other than WSLH will be covered at the Medicaid-allowable rate.

*** While the patient is still in isolation waiting for smears to become negative, only one sputum should be obtained weekly until the smear result is negative. After the initial negative sputum two more sputum samples should be collected to verify the negative result. Repeat this until all three sputum samples are smear negative. After all three have become negative, continue to collect a set of three sputum samples each month until the patient completes treatment, achieves culture conversion, or can no longer produce sputum.

**** See back of this form for details on use of these codes.

Use of Directly Observed Therapy (DOT) and Nurse Service Codes for the Wisconsin TB Dispensary Program

The bullets below represent general guidance. Exceptions can be made in unique situations using the preauthorization process.

General

- DOT services intrinsically include patient education, anticipatory guidance and symptom/treatment monitoring. Therefore, the "Directly Observed Therapy (H0033)" service code should not be billed concurrently with the "Patient education/Anticipatory guidance (S9445)" or "Symptom & Treatment Monitoring (99401-99404)" codes.
- **Video DOT:** Please use the "Directly Observed Therapy (H0033)" service code for video DOT (VDOT). VDOT should be billed for no longer than 15 minutes per appointment.
- **DOT in Office or Clinic:** Please bill no more than 30 minutes for DOT performed in your clinic or office (i.e., patients come to your office or clinic to receive TB/LTBI medications by DOT).
- **DOT in Home:** For home visits, only 60 minutes of services (i.e., DOT, symptom/treatment monitoring, patient education/anticipatory guidance) may be billed per patient per day. The 60 minute cap does not include travel time, see below for travel code (T-0001) information.
- As in previous years, service codes for "Patient education/Anticipatory guidance (S9445)" and "Symptom & Treatment Monitoring (99401-99404)" should not be billed together on the same day.
- **Venipuncture**: Service codes H0033, S9445 and 99401-99404 should not be used for venipuncture services. Please use service code: 36415 (Blood collection, venous by venipuncture).

LHD Travel for DOT

- A new service code "Travel for DOT (T0001)" has been created for travel time ≥ 45 minutes (e.g., time in your car) associated with DOT and nurse services. This code is meant to be used in combination with the DOT, Patient education/Anticipatory guidance and Symptom & Treatment Monitoring codes. Reimbursed rates are shown below:

Service Code	Amount of travel time (round trip)	Reimbursement rate
T0001-45	45	$28.20
T0001-60	60	$37.60

  - The travel service code (T0001) is intended for travel time (e.g., driving) of ≥ 45 minutes, round trip. Travel time of less than 45 minutes is not reimbursable.
  - If travel time is ≥ 45 minutes (round trip), bill for travel time separately from time spent on DOT, Patient education/Anticipatory guidance or Symptom & Treatment Monitoring.

ATTACHMENT B
Wisconsin TB Dispensary Program

Tuberculosis (TB) Clinical Services Plan (CSP)
FY2020 - 2021

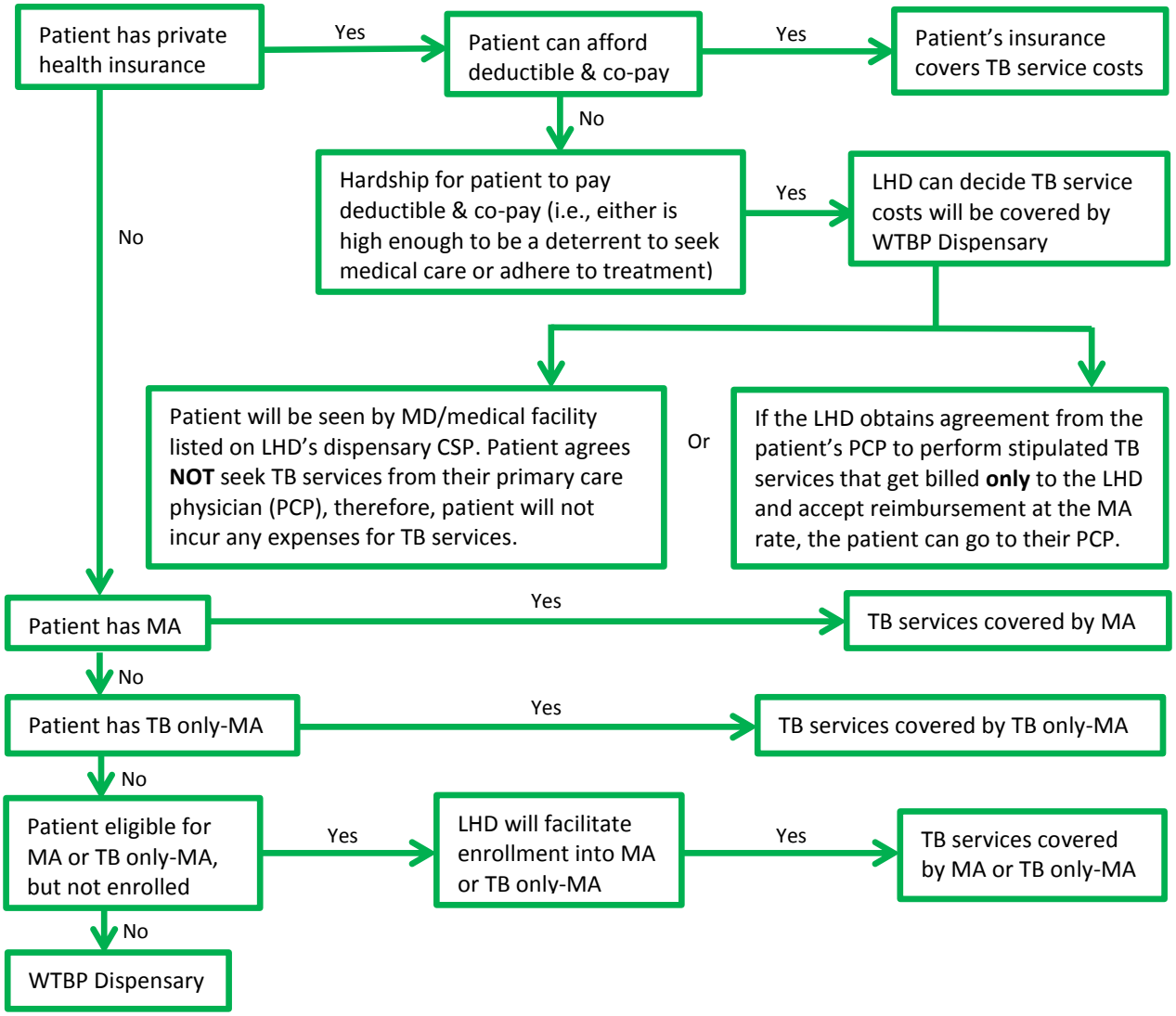
Purpose

The purpose of the Clinical Services Plan is to provide a framework for local health departments to describe and document clinical services that will be provided through the Wisconsin Tuberculosis (TB) Dispensary Program. To participate in the Wisconsin TB Dispensary Program, the local health department must agree to provide a financial assessment for each patient, identify populations that are at risk for tuberculosis within their jurisdiction, provide documentation of services provided or arranged and patient results, and provide or assure clinical assessments, diagnostic and follow-up testing and patient management as described in Table 1.

Financial Assessment

All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued. Upon submission to the Wisconsin TB Program (WTBP), the services billed to the health department will be reimbursed at the Medicaid (MA) rate.

Determining dispensary eligibility for all TB patients



ATTACHMENT B
Wisconsin TB Dispensary Program

Not Covered by the Wisconsin TB Dispensary Program

- **Persons with Private or Public Insurance**
  All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued.

- **Hospitalizations**
  The TB Dispensary **cannot** pay for any hospitalizations. This includes emergency room and urgent care visits. If the patient is eligible for TB dispensary services, coverage will begin **after** discharge from hospital. Hospital costs are billed to the patient, the patient's insurance, or the facility absorbs the cost. If considering the patient for dispensary covered services, assess the patient for health insurance and dispensary eligibility, as outlined above, before patient is discharged.

- **Employee, Admission or Incarceration Testing**
  Dispensary funds are **not applicable** for TB screening or testing done for employment, school, residential admittance, or incarceration. Facilities or persons requiring TB tests are obligated to bear the cost of those screenings.

- **TB Class B Status Refugees**
  Refugees receive short-term health insurance called Refugee Medical Assistance (RMA) for the first eight months in the US. These individuals are not eligible for the Wisconsin TB Dispensary Program.

At-risk Persons

TB services are covered by the WTBP Dispensary for persons **at risk** of having TB infection or disease and insufficient, or no health insurance. Risk factors for TB infection in Wisconsin include the following:

- Birth, travel or residence in a country with high TB prevalence (includes any country other than the United States, Canada, Australia, New Zealand, or a country in western or northern Europe).
- Close contact to someone with infectious TB disease during lifetime, with priority to immune compromised individuals and children under the age of 5 years.
- Individuals with recent TB symptoms: persistent cough lasting three or more weeks and one or more of the following symptoms: coughing up blood, fever, chills, night sweats, unexplained weight loss or fatigue.
- Current or planned immunosuppression including receipt of an organ transplant, treatment with a TNF-alpha antagonist (e.g., infliximab, etanercept, or other), chronic steroids (equivalent of prednisone ≥15 mg/day for ≤1 month), or other immunosuppressive medication in combination with a risk for infection
- Individuals who are likely to be infected and HIV-positive.
- Those who have been referred to the LHD after a positive TST or IGRA test, abnormal chest imaging consistent with TB disease or other medical condition(s) suggestive of active TB.

In addition to those listed above, individuals considered at "high risk" for TB within this jurisdiction include:

☒ No additional high risk groups.

ATTACHMENT B
Wisconsin TB Dispensary Program

Documentation

Records of all TB services provided or arranged for will be kept according to health department record policies and procedures and on forms/in formats that are efficient and useful in the health department. The WTBP, as authorized by Wis. Admin. Code § DHS 145.12(4)(a) may audit the records of the health department dispensary. For reimbursement for TB-related medical services, LHDs shall use the TB Ordering and Billing Interface (TOBI).

The LHD **must** use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management. All patients covered by the dispensary must have a TB-related incident number in WEDSS associated with one of the following services:

- Tuberculosis (resolution status = suspect or confirmed)
- AFB Smear
- Tuberculosis, Class A or B
- Tuberculosis, Latent Infection
- Contact Investigations

Clinical Assessments

All clients and patients referred or presenting themselves for TB services will be assessed according to local health department (LHD) policies, procedures and practices. Care provided, or arranged for, will be performed according to statutes, rules, guidelines and CDC protocols with emphasis on public health protection and TB prevention and care.

Agreements

The LHD must have established agreements with providers for clinical services to ensure that proper MA billing practices are in place. Services provided or arranged by the LHD should be documented in Table 1, below. Written agreements or a memorandum of understanding (MOU) are encouraged and should include the following:

- Providers understand and agree to provide services in a timely manner to patients with infectious TB, or those being evaluated for infectious TB using proper respiratory precautions.
- Providers understand and have agreed that they will be reimbursed at the MA rate.
- Providers understand and agree that services not listed on the service grid (*Attachment A*) must be pre-authorized by the WTBP Director or Nurse Consultant.
- Services provided without pre-authorization will not be reimbursed.

Table 1. Services Provided or Arranged by the Local Health Department

Type of services	Provider	Verbal or written
IGRA (interferon gamma release assay) testing or Tuberculin skin testing (TST)	Aurora Edgerton Clinic	Verbal
Risk assessment and medical evaluation by physician or nurse	Dr. Katrice Brooks, Aurora Edgerton Clinic	Verbal
Provider will prescribe drugs for treatment of TB and LTBI	Dr. Katrice Brooks, Aurora Edgerton Clinic	Verbal
Chest Imaging: Chest X-ray (CXR) or computerized tomography (CT) scan	Aurora Edgerton Clinic	Verbal
Sputum collection or induction for acid-fast bacilli smear and culture	Greenfield Health Department or Aurora Edgerton Clinic	Verbal
Venipunctures for IGRA or other laboratory testing	Greenfield Health Department or Aurora Edgerton Clinic	Verbal
Health care setting(s) that allow for evaluation and care of patients with potentially infectious TB, including airborne infection isolation rooms and respiratory precautions (for inpatient and outpatient settings).	Aurora Edgerton Clinic	Verbal
Directly Observed Therapy (DOT) for active tuberculosis disease and the isoniazid and rifapentine (3HP) regimen for latent TB infection. DOT includes patient education and symptom check for adverse drug reactions.	Greenfield Health Department	Verbal
TB contact investigations	Greenfield Health Department	Verbal
Other service (describe):		
Other service (describe):		
Other service (describe):		

ATTACHMENT C
Wisconsin Tuberculosis Dispensary Program
CPT codes and reimbursement rates for allowable clinical services - Fiscal year 2021

NOTE: Please see Attachment A for allowed number of services; any additional services require pre-authorization and are at the discretion of the WI TB Program for reimbursement. TB Program rates may change subject to Medicaid rates throughout the year.

Service code	Service	Dispensary definitions for billing *(may not apply to MA billing)*	Charge
36415	Blood collection, venous by venipuncture	For IGRA, LFT, HIV, HA1C, serum creatinine, and uric acid	$3.88
71046	X-Ray Exam, Chest, 2 Views (use code series 71045 for one view X-Ray)	Imaging and interpretation; the CDC and WI TB program recommend a two-view X-Ray (rather than a one-view X-Ray) for proper diagnostic purposes	$23.52
71046-PC	X-Ray Exam, Chest, 2 Views - interpretation only	Professional interpretation only	$8.53
71046-TC	X-Ray Exam, Chest, 2 Views - technical only	Imaging only	$14.98
71270	Chest CT scan	Includes with and w/o dye (71270-TC & 71270-PC also available)	$329.48
85025	CBC with automated differential	Does not include blood draw	$7.77
80076	Hepatic function panel	Use this code if requesting any amount more than one liver function test	$8.17
84450**	AST	Part of "Liver Function" test - does not include blood draw	$5.18
84460**	ALT	Part of "Liver Function" test - does not include blood draw	$5.30
82247	Total bilirubin	Part of "Liver Function" test - does not include blood draw	$5.02
82565	Serum creatinine	Does not include blood draw	$5.12
84550	Uric acid	Does not include blood draw	$4.52
83036	HA1C	Does not include blood draw	$9.71
86480	IGRA: Quantiferon™	Does not include blood draw	$61.98
86481	IGRA: T-Spot™ (through Oxford Lab)	Does not include blood draw	$87.22
86580	TB skin test	Placement and reading = one service	$6.13
86703**	HIV-1 AND HIV-2 antibody assay	Does not include blood draw	$13.71
89220	Sputum induction, with aerosol		$14.40
TB101	Sputum obtained in home or clinic by staff	Week day drop-off/pick-up = one service Drop-off Friday/pick-up Monday = one service	$10.82
43755*	Gastric aspirate	For children; pre-authorization is required for adults	$37.30
99204	Office visit with MD, new patient	Diagnostic TB evaluation with provider	$75.53
99214	Office visit with MD, established patient	For follow-up visit with provider after initial TB evaluation appointment	$45.45
84311*	Adenosine deaminase	Pre-authorization is required *unless* pleural TB is diagnosed	$8.10
62270*	CSF	Pre-authorization is required *unless* TB meningitis is suspected	$53.36
Public health nurse services limited to 60 minutes per day cumulative			
H0033	DOT H0033-15 (use for VDOT also-15 min only)	Directly observed therapy (DOT) and video DOT (15 min only): DOT/VDOT includes observing patient while they are taking their medication(s), patient education and symptom check for adverse drug reactions. Must be performed by RN or trained DOT worker who is health department employee.	$9.40
	DOT H0033-30		$18.80
	DOT H0033-45		$28.20
	DOT H0033-60		$37.60
99401-04***	Symptom/treatment monitoring 15 min - 99401	Visits for symptom/side effects review, monitoring adherence to treatment program, clinical assessment of TB or collecting a history of treatment for TB disease or LTBI. May not be combined with DOT or patient education/anticipatory guidance codes.	$9.48
	Symptom/treatment monitoring 30 min - 99402		$18.96
	Symptom/treatment monitoring 45 min - 99403		$28.44
	Symptom/treatment monitoring 60 min - 99404		$37.92
S9445***	Patient education/anticipatory guidance - S9445-15	Visits to encourage adherence, talk about TB disease or LTBI, diagnostic testing, treatment options, benefits of adherence to treatment and/or follow-up care. May not be combined with DOT or symptom/treatment monitoring codes.	$9.48
	Patient education/anticipatory guidance - S9445-30		$18.97
	Patient education/anticipatory guidance - S9445-45		$28.46
	Patient education/anticipatory guidance - S9445-60		$37.95
T-0001***	Travel for DOT 45 min- T0001-45	Travel time (round trip) ≥ 45 minutes for the purpose of DOT	$28.20
	Travel for DOT 60 min- T0001-60		$37.60

***Pre-authorization must be obtained from the Wisconsin TB Program for any services to be reimbursed, unless otherwise noted.**

**Whenever possible, use the fee-exempt testing done by the Wisconsin State Laboratory of Hygiene (WSLH). Testing done other than at the WSLH will be covered at the MA-allowable rate.

***Please see Attachment A for further guidance on use of DOT (H0033), Symptom/treatment monitoring (99401-99404), Patient education/anticipatory guidance (S9445), and Travel for DOT (T-0001) codes.

ATTACHMENT D
Wisconsin TB Dispensary Program
Tuberculosis (TB) Pharmacy Services Plan
FY2020 - 2021

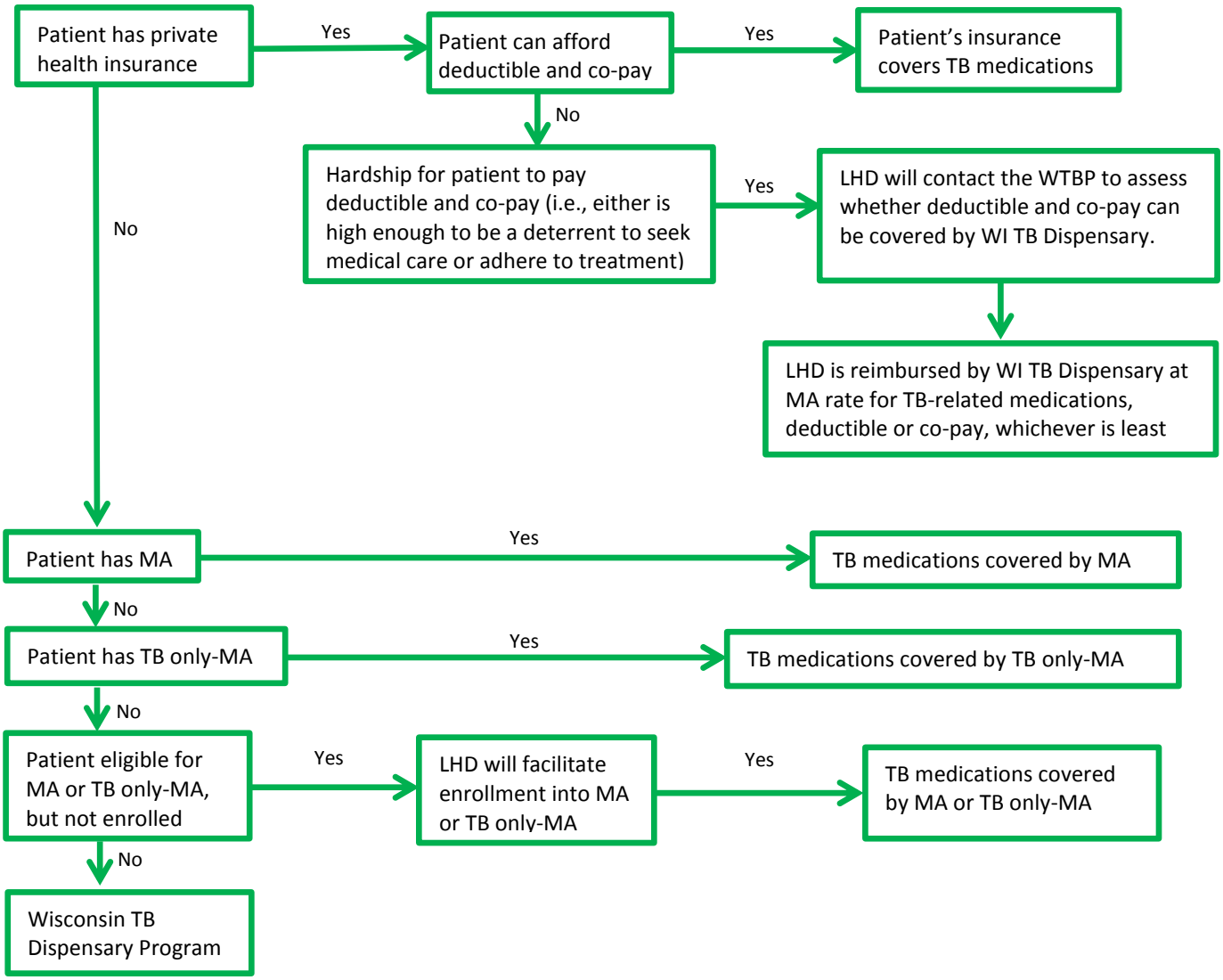
Purpose

If the LHD is not using the Wisconsin TB Dispensary default pharmacy, the LHD will pay for pharmacy services up front. The LHD must complete this Pharmacy Services Plan annually to be reimbursed for TB-related medications. To participate in the Wisconsin TB Dispensary Program, the local health department (LHD) must agree to provide a financial assessment for each patient. LHDs must make agreements with pharmacies for provision of medications for treatment of TB and latent tuberculosis infection (LTBI) described in Table 1.

Financial Assessment

All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued. Upon submission to the Wisconsin TB Program (WTBP), the medications billed to the health department will be reimbursed at the Medicaid (MA) rate.

Determining Wisconsin TB Dispensary Program Eligibility for Patients



ATTACHMENT D
Wisconsin TB Dispensary Program

Covered Medications

The Wisconsin TB Dispensary covers the following antituberculosis medications:

- Isoniazid
- Rifampin (Rifadin, Rimactane)
- Rifapentine (Priftin®)
- Pyrazinamide
- Ethambutol (Myambutol)
- Rifater and Rifamate® (combination)

The following second line antituberculosis drugs for drug-resistant tuberculosis are also covered:

- Amikacin
- Capreomycin (Capastat®)
- Ciprofloxacin (Cipro®)
- Clofazimine (Lamprene)
- Cycloserine (Seromycin®)
- Ethionamide (trecator-sc)
- Gatifloxacin (Tequin®)
- Kanamycin (Kantrex®)
- Levofloxacin (Levaquin®)
- Linezolid (Zyvox®)
- Moxifloxacin (Avelox®)
- Ofloxacin (Floxin®)
- Paraminosalicylic Acid
- Rifabutin
- Streptomycin
- Bedaquiline (Sirturo®)
- Pretomanid

Custom compound prescription drugs, including pediatric formulations, are also covered.

Dispensing and shipping fees are also covered.

Under special circumstances, payment authorization is occasionally given for medications not listed above. Such authorization must be obtained in advance from the WTBP.

The following medications may also be covered **with prior authorization** from the WTBP:

- Anti-nausea prescription medications while taking TB medications.
- Vitamin B6 (pyridoxine) when INH is also prescribed, for pregnant women; breastfeeding infants; those with poor nutrition, diabetes, uremia, alcoholism, malnutrition, HIV, or seizure disorders; OR those with multidrug resistant (MDR) TB.
- A multivitamin that contains vitamin D 400 IU (10 mcg) for infants 0-12 months, 600 IU (15 mcg) for children and adults.
- Nutritional supplements such as Ensure®.

Ordering, Receiving and Billing for Medications

- Requests for medication may be placed using the Tuberculosis Disease Initial Request for Medication (F-44000), Tuberculosis Infection Initial Request for Medication (F-00905), or Medication Refill Request (F-44126) forms. These forms are available on the WTBP website. Upload the completed form to WEDSS or fax the form to WTBP.
- The pharmacy must fill with generic medications if available.
    - The exception is if the brand-name medication is less expensive than the generic.

  - If the least expensive medication option is not currently available, the pharmacy may fill a maximum 30-day supply using the more expensive option.

- The pharmacy must deliver medications to the LHDs or health care provider, not directly to the patient.
- The pharmacy must bill any prescription insurance first. The WI TB Dispensary Program will then cover any out-of-pocket costs, up to the Medicaid rate for that drug.
- The pharmacy must bill the LHDs for TB-related drugs at the Medicaid rate.

Documentation
Records of all TB medications provided or arranged for will be kept according to health department record policies and procedures and on forms/in formats that are efficient and useful in the health department. The WTBP, as authorized by Wis. Admin. Code § DHS 145.12(4)(a) may audit the records of the health department. For reimbursement for TB-related medications, LHDs shall use the TB Ordering and Billing Interface (TOBI).

All patients covered by the WI TB Dispensary Program must have a TB-related incident number in WEDSS associated with one of the following services:
- Tuberculosis (resolution status = suspect or confirmed)
- AFB Smear
- Tuberculosis, Class a or B
- Tuberculosis, latent infection
- Contact investigations

Provision of Medications for the treatment of active TB or latent TB infection (LTBI)
The pharmacy will dispense TB-related medications to clinics or local health departments (LHDs) as authorized by the WTBP. Treatment regimens and administration of drugs will follow guidelines and CDC protocols with emphasis on public health protection and TB prevention and care.

Agreements with Pharmacies other than the default Wisconsin TB Dispensary Program Pharmacy
The LHD understands that they will pay for pharmacy services up front. The LHD must have established agreements with pharmacies to ensure that proper MA billing practices are in place. Written agreements or a memorandum of understanding (MOU) are encouraged and should include the following:

- Pharmacies understand and have agreed that they will bill the LHD and be reimbursed at the MA rate.
- Pharmacies and providers understand and agree that all medications that will ultimately be paid for by the WI TB Dispensary Program (see Attachment E) must be approved by WTBP.
- Medications provided without approval from WTBP will not be reimbursed.

Table 1.

Type of services	Provider	Verbal or written agreement
Provision, dispensing, and delivery of medications for the treatment of active TB disease	Aurora Pharmacy per WI TB Dispensary Program state contract	Written
Provision, dispensing, and delivery of medications for the treatment of latent TB infection (LTBI)	Aurora Pharmacy per WI TB Dispensary Program state contract	Written

ATTACHMENT E

Wisconsin Tuberculosis Dispensary Program

NDC Numbers and reimbursement rates for TB medications as of 3/4/2020* - Fiscal year 2021

NDC Number	Description	Package Quantity	Maximum Reimbursement Rate*
17478008050	Capastat Sulfate 1 gm vial	1	$227.31
54879000201	Ethambutol HCL 400 mg Tablet	100	$50.66
00555006602	Isoniazid 100 mg Tablet	100	$11.78
00555007101	Isoniazid 300 mg Tablet	30	$4.64
00555007102	Isoniazid 300 mg Tablet	100	$15.47
50458092550	Levaquin 500 mg Tablet	50	$1,501.77
50458093020	Levaquin 750 mg Tablet	20	$1,124.84
55111028050	Levofloxacin 500 mg tablet	50	$9.04
65862053820	Levofloxacin 750 mg tablet	20	$8.67
67877041920	Linezolid 600 mg tablet	20	$33.00
49884029005	Megestrol 40 mg tablet	500	$97.83
00093220401	Metoclopramide 5 mg tablet	100	$3.93
00093220301	Metoclopramide 10 mg tablet	100	$4.18
65862060330	Moxifloxacin HCL 400 mg tablet	30	$32.00
68850001201	Myambutol 400 mg tablet	100	$78.00
68850001201	Myambutol (Ethambutol) 400 mg tablet	100	$78.00
00013530117	Mycobutin 150 mg capsule	100	$1916.60
60505006500	Omeprazole DR 20 mg capsule	30	$1.34
68462015713	Ondansetron ODT 4 mg tablet	30	$8.00
49938010704	PASER granules 4 gm packet	30	$200.00
00087040203	Poly-vi-sol drops	50	$7.13
00143973910	Prednisone 10 mg tablet	1000	$93.93
00088210224	Priftin (rifapentine) 150 mg tablet	24	$92.25
61748001201	Pyrazinamide 500 mg tablet	100	$492.40
59762135001	Rifabutin 150 mg capsule	100	$1,195.92
00068051030	Rifadin (rifampin) 150 mg capsule	30	$97.64
00068050860	Rifadin (rifampin) 300 mg capsule	60	$276.58
00068059701	Rifadin IV 600 mg vial	1	$178.56
00068050960	Rifamate® (rifampin + isoniazid) capsule	60	$318.65
00527139301	Rifampin 150 mg capsule	100	$57.92
61748001530	Rifampin 150 mg capsule	30	$17.38
00527131501	Rifampin 300 mg capsule	100	$63.17
00527131530	Rifampin 300 mg capsule	30	$18.95
00185079905	Rifampin 300 mg capsule	500	$315.86
00185079960	Rifampin 300 mg capsule	60	$37.90
00088057641	Rifater® (rifampin + isoniazid + pyrazinamide) Tablet	60	$235.83
00904053060	Tab-A-Vite Tablet	100	$1.70
00904053080	Tab-A-Vite Tablet	1000	$11.49
00904053160	Tab-a-vite with iron tablet	100	$1.75
00008411701	Trecator 250 mg tablet	100	$552.20
00009513601	Zyvox 100 mg/5 ml suspension (linezolid)	150	$669.10
00009513803	Zyvox 600 mg tablet (linezolid)	30	$184.97

Wisconsin Tuberculosis Drug Reimbursement Program

*** This list is not comprehensive. Multiple manufacturers make each of these drugs. Only one example is listed for each dosage. Medicaid rates and NDC codes are effective as of 3/4/2020. Medication rates change often, please verify on the Forward Health website prior to billing.**

The Wisconsin TB Dispensary Program's first line of anti-tuberculosis medications are as follows:

- Isoniazid
- Rifampin (Rifadin, Rimactane)
- Rifapentine (Priftin®)
- Pyrazinamide
- Ethambutol (Myambutol)
- Rifater and Rifamate® (combination)

The following are second-line anti-tuberculosis drugs:

- Amikacin
- Capreomycin (Capastat®)
- Ciprofloxacin (Cipro®)
- Clofazimine (Lamprene)
- Cycloserine (Seromycin®)
- Ethionamide (trecator-sc)
- Gatifloxacin (Tequin®)
- Kanamycin (Kantrex®)
- Levofloxacin (Levaquin®)
- Linezolid (Zyvox®)
- Moxifloxacin (Avelox®)
- Ofloxacin (Floxin®)
- Paraminosalicylic Acid
- Streptomycin
- Bedaquiline (Sirturo®)
- Pretomanid

Also covered by the Wisconsin TB Dispensary Program:

- Custom compound prescription drugs, including pediatric formulations
- Dispensing and shipping fees

Medications Requiring Pre-Authorization

Under special circumstances, payment authorization may be given for medications not listed above. Such authorization must be obtained in advance from the Wisconsin TB Program. The following medications may be covered with prior authorization from the Wisconsin TB Program:

- Anti-nausea prescription medications (while taking active TB medications).
- Vitamin B6 (pyridoxine), when INH is also prescribed, for pregnant women; breastfeeding infants; those with poor nutrition, diabetes, uremia, alcoholism, malnutrition, HIV, or seizure disorders; OR those with multidrug resistant (MDR) TB.
- A multivitamin that contains vitamin D 400 IU (10 mcg) for infants 0-12 months or 600 IU (15 mcg) for children and adults; **only** upon recommendation from the TB Program
- Nutritional supplement such as Ensure®; **only** upon recommendation from the TB Program.

ATTACHMENT F
Wisconsin Tuberculosis Dispensary Program
Policy and Procedures

Introduction

The primary purpose of the Wisconsin Tuberculosis (TB) Dispensary is to ensure that all persons in Wisconsin with suspected or confirmed tuberculosis infection or disease can receive appropriate evaluation, treatment, and monitoring, regardless of insurance availability.

Wisconsin's TB Dispensary uses state tax revenue funds to reimburse local health departments (LHDs) for medical management of patients with active TB, patients being evaluated for TB, patients with latent TB infection (LTBI), and patients exposed to TB. The word "dispensary," as it is used here, is a legislative term referring to the mechanism by which LHDs are reimbursed for the management of TB patients. The traditional use of the word (i.e., the pharmaceutical dispensing of medicines or medical supplies) does not apply. Wisconsin's TB Dispensary includes reimbursement for clinical services and medications necessary for the diagnosis, treatment, and prevention of TB.

Wisconsin's TB Dispensary must be the LAST payer after all other potential sources have been billed. The payer order is:

- Private insurance
- Public insurance: Medicare, Medicaid (MA), Refugee MA, and Tuberculosis-Related Medicaid (known as TB Only MA)
- Wisconsin TB Dispensary

Policy

LHDs or combinations of two or more health departments that are "in good standing," as determined by their overall health department review process under Wis. Admin. Code § DHS 140, may request certification as a dispensary for TB clinical services and/or TB pharmacy services. This will enable the LHD to submit bills and to be reimbursed for specific procedures and/or medications for eligible persons with TB disease, LTBI, or persons being evaluated for TB disease or LTBI.

The Wisconsin Tuberculosis Program (WTBP) will provide consultation, guidance, and review of LHD TB programs, policies, procedures, and clinical practices to ensure that they are in compliance with Wisconsin statutes, administrative codes and established standards of practice, particularly those outlined in Wis. Stat. § 252.10: http://docs.legis.wi.gov/statutes/statutes/252/10/1.

To participate in the Wisconsin TB Dispensary, LHDs must ensure that all services provided, or arranged for, are consistent with the Centers for Disease Control and Prevention (CDC) and WTBP guidelines and clinical standards of practice for TB control and elimination. LHDs must ensure these services are provided in keeping with goals for the elimination of TB in Wisconsin. **If such guidelines or standards of practice are not followed, dispensary funds may be withheld, suspended, or revoked per Wis. Admin. Code § DHS 145.12 (1)**:
https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12.

One service for which the Wisconsin TB Dispensary was particularly developed is to ensure that directly observed therapy (DOT) is provided as appropriate for all persons with active TB disease or LTBI, as recommended by the WTBP and national guidelines. The availability of reimbursement to LHDs for DOT is meant to ensure that this service will be provided as recommended.

To participate in the Wisconsin TB Dispensary, the LHD must create and submit clinical and/or pharmacy services plan(s), as well as sign the annual contract. The contract with WTBP enables the LHD to bill the WTBP for covered TB-related clinical services and TB-related medications. TB clinical services and medications are specific and limited by Wis. Admin. Code § DHS 145.12 (1): https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12.

As determined by Wisconsin Administrative Code, services and medications are reimbursed at the MA rate; however, the Wisconsin TB Dispensary is not an MA program. Reimbursable services and medications are listed in *Attachments A, C, and E.*

Procedure

Initial Request

LHDs are encouraged to participate in the Wisconsin TB Dispensary. LHDs have the option of participating in the Wisconsin TB Dispensary by providing clinical services, pharmacy services, or both.

The following conditions must be met to participate:

- The LHD must be "in good standing" in relation to the latest public health department review.
- The LHD must have established agreements with providers (for clinical services) and/or pharmacies (for pharmacy services) to ensure that there are proper MA billing practices in place.
- It is the responsibility of the LHD to evaluate patients' health insurance status to determine if they have private insurance or qualify for MA or TB Only MA, as well as to assist a qualifying TB patient in applying for MA services. Local economic assistance agencies are most knowledgeable about qualification for and enrollment in state and federal health care programs. **The WTBP is not able to check eligibility or enroll patients.**
- The LHD **must** use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management.
- For reimbursement to LHDs for TB-related medical services and/or medications, LHDs shall use the TB Ordering and Billing Interface (TOBI).

Information

The WTBP will provide information to LHDs interested in participating in the Wisconsin TB Dispensary. Information provided shall include:

- Wis. Admin. Code §§ DHS 145.12 and 145.13: https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/
- Allowable clinical services and medications
- Clinical and/or pharmacy services plans
- Department of Health Services (DHS) general contract
- Billing instructions for reimbursement

Consultation and Review

LHDs that participate in the Wisconsin TB Dispensary will coordinate services with local providers, educate the community on the prevention of tuberculosis, and consult with the WTBP on all persons being evaluated for TB, patients with active TB disease, and, as warranted, on people with LTBI or who are contacts to an active case.

WTBP review will ensure that the health department has up-to-date resources readily available for staff's access, and that policy, procedures, and clinical practices are consistent with:

- State and federal regulatory requirements
- CDC standards and protocols for treatment
- Official statements from the American Thoracic Society and the American Academy of Pediatrics
- Directives from the State of Wisconsin epidemiologist
- WTBP Guidelines, Division of Public Health Directives, and current established clinical standards of practice, especially those identified by DHS 145.12 https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12

Required for Participation in the Wisconsin TB Dispensary

To participate in the Wisconsin TB Dispensary, Wis. Admin. Code § DHS 145.12 requires that the LHD be able to provide or ensure provision of clinical services (see Attachment B) and pharmacy services (see Attachment D). All provisions will be reviewed and the delivery of TB services will be monitored by WTBP staff.

Clinical Services Plan (CSP)

A CSP ensures the provision for tuberculosis prevention and control at the local level. The LHD should focus on identification of active TB disease in high-risk groups and early identification and treatment of LTBI, particularly close and high-risk contacts, children, and any person who is immunosuppressed. The plan consists of five elements:

1. Financial assessment (see CSP template, *Attachment B* for eligibility determination guidance)
    - Private insurance
    - Medicaid or Medicare
    - TB Only MA
2. Identification of high-risk persons
    - Population or medical risk factors
    - Risk specific to Wisconsin
    - Risk specific to the LHD jurisdiction
3. Documentation of patient management in WEDSS
    - Services provided by LHD
    - Services provided by health care provider
4. Clinical Assessments and Services
    - IGRA (preferred) or TST
    - Risk assessment and medical evaluation
    - Prescription of drugs for treatment of TB and LTBI
    - Chest imaging: chest X-ray (CXR) or computed tomography (CT)
    - Sputum collection or induction for acid-fast bacilli smear and culture
    - Venipuncture for IGRA or other laboratory testing
    - Health care setting with airborne infection isolation and respiratory precautions
    - Directly observed therapy
    - Contact investigations
5. Provider Agreements
    - Written (preferred) or verbal agreement(s) with local provider(s)
    - Types of services that the provider will offer
    - Provider acceptance of MA rate for reimbursement

A CSP should be submitted annually with the contract. A CSP does not need to change from year to year, but anything done differently from the previous year should be highlighted in the updated plan. If there are no changes in services, the fiscal year notation on the first page of the CSP should be updated to match the contract, and both the CSP and contract submitted to the WTBP. Because the contract consists largely of general contract language, the CSP must specifically identify the providers with whom the LHD has agreements for the patient services to be provided. A template of the CSP can be found in *Attachment B* and may be customized for an individual LHD.

Pharmacy Services Plan (PSP)

A PSP ensures treatment of active TB disease and LTBI. The plan consists of four elements:

1. Provision of medications for the treatment of active TB disease or LTBI (see PSP template, *Attachment D*).
2. Financial assessment (see PSP template, *Attachment D*) for eligibility determination guidance
    - Private insurance
    - Medicaid or Medicare
    - TB Only MA
3. Documentation of patient management in WEDSS

- Date therapy started
- Initial drug regimen
- Changes in drug regimen
- Date therapy stopped
- Reason therapy stopped
- DOT (travel time included)

4. Provider Agreements
   - Written agreement(s) with pharmacy
   - Types of services that the pharmacy will offer
   - Pharmacy acceptance of MA rate for reimbursement

A PSP should be submitted annually with the contract. A PSP does not need to change from year to year, but anything done differently from the previous year should be highlighted in the updated plan. If there are no changes in services, the fiscal year notation on the first page of the PSP should be updated to match the contract, and both the PSP and contract submitted to the WTBP. Because the contract consists largely of general contract language, the PSP must specifically identify the pharmacies with whom the LHD has agreements for the patient services to be provided. A template of the PSP can be found in *Attachment D* and may be customized for individual LHDs.

Budget
WTBP will provide a sum sufficient to cover expenses for identification, treatment and management of active TB disease and LTBI. Each fiscal year begins on July 1 and ends on June 30. All reimbursements from the Wisconsin TB Dispensary are based on the availability of state tax revenue funds.

Contract
State contracts are sent electronically through the DocuSign platform. Upon receipt and review of the contract by the appropriate LHD authorities, the contract should be signed electronically and returned via DocuSign. Attachment B must be completed and returned within DocuSign, completion of Attachment D is optional. The contract will be signed by the State of Wisconsin Division of Public Health Administrator. An electronic copy of the signed contract will be sent to the LHD and the WI TB Program. The contract is effective from July 1 through June 30 for the given fiscal year and governs the provision and reimbursement of dispensary services. A renewal contract will be emailed to the LHD each spring.

Questions about the contract or CSP should be directed to:

Wisconsin TB Program
1 West Wilson Street, Room 255
Madison, Wisconsin 53703
608-261-6319 (Main Office)
608-266-9692 (Billing)
608-266-0049 (Fax)
DHSWITBProgram@dhs.wisconsin.gov (Email)

Certification Review
Certifications will be reviewed at least every five years and will be achieved through evidence from continuing Wis. Admin. Code § DHS 140 reviews and continued monitoring of care delivered to all TB patients. Communication between the health department and the WTBP will be ongoing regarding clinical care.

Reimbursement

All patients covered by the Wisconsin TB Dispensary must have a TB-related incident number in WEDSS. Invoices must be submitted within 60 days of the end of the state fiscal year (June 30) to assure reimbursement. Reimbursement is at the MA rate. A grid outlining the frequency of services allowed by type of patient can be found in *Attachment A.* A list of CPT codes and reimbursement rates for services and medications can be found in *Attachments C and E,* please note that these rates are subject to change at any time. Certain non-routine services may be reimbursable at the MA rate, but **must be preauthorized** by the Wisconsin TB Program and documented in the patient's WEDSS file.

Invoicing Using the TB Ordering and Billing Interface (TOBI)

The following are needed to enter invoicing information into TOBI:

- Patient name
- Patient WEDSS Incident ID

For medical services:

- Date of service
- Service code and description
- Amount billed

For medications:

- Date prescription filled
- National Drug Code (NDC) and description
- Quantity and prescription Number
- Amount billed

Services and medications not listed on *Attachment C or E* are considered non-routine and must be preauthorized. A fillable form to request preauthorization is provided electronically in TOBI.

For questions regarding the billing process, contact:

Wisconsin TB Program
1 West Wilson Street, Room 255
Madison, Wisconsin 53703
608-261-6319 (Main Office)
608-266-9692 (Billing)
608-266-0049 (Fax)
DHSWITBProgram@dhs.wisconsin.gov (Email)

ATTACHMENT G

Wisconsin TB Dispensary Program

Payment Details
FY2021

Invoicing

Invoices presented for payment must be submitted in accordance with instructions contained in Attachments A - F and submitted through the electronic Tuberculosis Ordering and Billing Interface (TOBI).

Sum Sufficient

DHS will pay for services provided by Grantee in accordance with the terms and conditions of this Agreement and Attachments in a sum sufficient to cover approved expenses based on case load and available funding. The amount of funding available is anticipated to be similar to the amount awarded in FY2020. This amount is contingent upon receipt of sufficient funds by DHS.

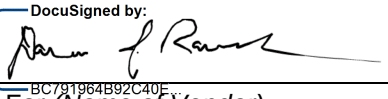
DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (05/2017)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 “Debarment“ requires that all contractors receiving individual awards, using Federal funds, and all subrecipients 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 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 52.209-6).

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application	Date Signed
DocuSigned by:  BC791964B92C40E...	8/12/2020
For *(Name of Vendor)* City of Greenfield Health Department	DUNS Number *(Dun & Bradstreet, if applicable)* 789310885

INTERNAL USE ONLY	
Contract #:	
Contract Description:	
The Office/Division of has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.	
SIGNATURE – Contract Administrator	Date Signed

Certificate Of Completion

Envelope Id: 47EE58FE9DDD44CF8CE091E41EB900EE
Status: Completed
Subject: DHS - Greenfield Health Department - TB Dispensary Program - 43500-G21-TBDISPENSE-30
Source Envelope:
Document Pages: 38
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
Collin Dott
AutoNav: Enabled
1 West Wilson St.
EnvelopeId Stamping: Enabled
Madison, WI 53703
Time Zone: (UTC-06:00) Central Time (US & Canada)
collin.dott@dhs.wisconsin.gov
IP Address: 165.189.255.45

Record Tracking

Status: Original
7/10/2020 12:46:46 PM
Holder: Collin Dott
collin.dott@dhs.wisconsin.gov
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Storage Appliance Status: Connected
Pool: DHS
Location: DocuSign

Signer Events	Signature	Timestamp
Cody Wagner CodyW.Wagner@dhs.wisconsin.gov Office of Legal Counsel Wisconsin Department of Health Services Security Level: Email, Account Authentication (None)	DocuSigned by: 31F480248CEC464... Signature Adoption: Uploaded Signature Image Using IP Address: 165.189.255.23	Sent: 7/10/2020 12:53:57 PM Viewed: 7/10/2020 3:24:34 PM Signed: 7/10/2020 3:32:08 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Darren Rausch darrenR@greenfieldwi.us Health Officer/Director Security Level: Email, Account Authentication (None)	DocuSigned by: BC791964B92C40E... Signature Adoption: Drawn on Device Using IP Address: 216.56.106.2	Sent: 7/10/2020 3:32:18 PM Viewed: 7/11/2020 7:11:01 AM Signed: 8/12/2020 10:46:59 AM
Electronic Record and Signature Disclosure: Accepted: 7/11/2020 7:11:01 AM ID: e3326c52-f183-4d9a-b845-cd2af558c26d		
Mark Werner Mark.Werner@dhs.wisconsin.gov Acting Administrator - Division of Public Health Wisconsin Department of Health Services Security Level: Email, Account Authentication (None)	DocuSigned by: 4B9B64E972B2414... Signature Adoption: Pre-selected Style Using IP Address: 165.189.255.45	Sent: 8/12/2020 10:47:08 AM Viewed: 8/12/2020 11:08:45 AM Signed: 8/12/2020 11:09:20 AM
Electronic Record and Signature Disclosure: Accepted: 8/12/2020 11:08:45 AM ID: 32944803-29cb-462c-923e-d6d45d24a6d3		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Pat Heger patricia.heger@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/10/2020 3:32:18 PM
Chuck Warzecha Charles.Warzecha@dhs.wisconsin.gov Deputy Administrator Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/12/2020 11:09:29 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/12/2020 11:09:29 AM
Certified Delivered	Security Checked	8/12/2020 11:09:29 AM
Signing Complete	Security Checked	8/12/2020 11:09:29 AM
Completed	Security Checked	8/12/2020 11:09:29 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: DHSContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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Committee: Finance and Human Resources Item Number:

Introduced By: Darren Rausch, Health Officer/Director

Date Introduced: September 9, 2020

RELATING TO:

Contract amendment between the State of Wisconsin Department of Health and Family Services and the Greenfield Health Department related to 2020 Consolidated Contract grant funding related to core public health services.

SUMMARY:

Consolidated Contract funding continues in 2020 from the Centers for Disease Control and Prevention (CDC) administered through the Wisconsin Department of Health Services. The purpose of the grant is to enhance local efforts in the areas of lead poisoning prevention, childhood immunizations, and maternal/child health.

The total allocation for 2020 is anticipated to remain approximately the same as the current year, with the funding breakdown as follows below and included in the 2020 budget projections. Please note that as of this meeting, final allocations have not been computed or shared by the Wisconsin Department of Health Services; the dollar allocations below are consistent with current funding and/or preliminary estimates, and reflect the budgeted allocation for 2020.

- Lead Poisoning Prevention $ 1,404
- Childhood Immunizations $ 9,671
- Maternal and Child Health $ 12,516
- Prevention $ 7,368

This amendment will utilize the standard State of Wisconsin one-page template for all local health departments. When available, the contract amendment will be sent to City Attorney Brian Sajdak.

The Board of Health will discuss the continuation of grant programs administered by the Wisconsin Department of Health Services and the acceptance of 2020 Consolidated Contract funding at the September 10, 2020, meeting.

Recommendation: Approve contract amendment.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER ___

OFFICE MEMO

From the office of Fire Chief Jon Cohn

To: **Finance Committee / Common Council**

Subject: **Amendment #2 – IGA for EMS between Milwaukee County and Greenfield**

Date: **September 4, 2020**

Discussion/decision on Amendment No. 2 to Intergovernmental Agreement for Emergency Medical Services between Milwaukee County and City of Greenfield.

Currently, there is an existing Intergovernmental Agreement (IGA) between Milwaukee County and City of Greenfield for Emergency Medical Services (EMS) for 2017-2020. This Amendment extends the IGA through 2025.

The slight noticeable difference is in Attachment A which creates a "30-30-40 Formula" to distribute the $1,500,000 annually if approved in the County budget. The formula of: 30% population, 30% square miles, 40% ALS transports adjusts the distribution amounts moving forward and are used to figure the target amount for 2027. This formula has nominally changed the annual distribution forward. Those changes ultimately change the 2027 target from $82,330 to $77,081. This formula change was accepted by the ICC earlier this year.

Therefore, recommend agreement of Amendment No. 2 to Intergovernmental Agreement for Emergency Medical Services.

OFFICE MEMO

From the office of Fire Chief Jon Cohn

To: **Finance Committee / Common Council**

Subject: **Agreement for Mutual Assistance**

Date: **September 4, 2020**

Discussion/decision on approving Agreement for Mutual Assistance and giving the Fire Chief the authority to continue to work on, revise, amend and approve the Operation Policy.

Greenfield Fire-Rescue provides Emergency Services to the City of Greenfield every day. At times, due to simultaneous calls for emergency service, unit's unavailable or one call requiring more resources than Greenfield has solely available; mutual assistance is necessary to respond.

In 2014, the City of Greenfield signed and executed an Agreement for Mutual Assistance and has been very successfully functioning under it with those that partnered (Franklin, Milwaukee, North Shore Fire, Oak Creek, St. Francis, Wauwatosa and West Allis). This has become known as "Shared Services" and essentially brings in the closest, most appropriate resources. Prior to this agreement Milwaukee would not respond to the suburbs and vice versa.

No agreement is perfect but benefit and any potential risk must be weighed. In early 2020, non-participating communities asked at the ICC level that the agreement be reviewed and improved upon by the three insurers (CVMIC, League of Municipalities and City of Milwaukee). The pandemic caused a brief delay but it has been done and agreed upon by the three. While none of them had great concern over the previous agreement, a few areas of the agreement were further clarified and some wording changes.

All communities are now being asked to approve this new Agreement for Mutual Assistance. While this will go to Finance on September 9th, it will go to the ICC for their endorsement on September 14th and to Council on September 15th. We anticipate no changes as the agreement does exactly what was asked and agreed upon by the three insurers. Furthermore, it has been agreed upon already by Cudahy and South Milwaukee. Additionally, the agreement was unanimously supported by the Milwaukee County Fire Chiefs.

To fully execute the agreement, an Operations Policy (responses, strategies, communications) must be agreed upon and approved by respective Chief's.

Therefore, strongly support; approving Agreement for Mutual Assistance and giving the Fire Chief the authority to continue to work on, revise, amend and approve the Operations Policy.

PACKETS FOR WEDNESDAY, 09 / 09 / 2020 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	8/14/2020	$	1,510,434.76
AP CHECKS	8/21/2020	$	568,917.61
AP CHECKS	8/28/2020	$	477,255.08
AP CHECKS	9/4/2020	$	1,337,111.50
WIRE TRANSFERS - AUG 2020		$	1,450,267.88
WIRE TRANSFERS - AUG 31 2020		$	675,487.16
P-CARDS/ 2020 STATEMENT		$	147,234.35
	TOTAL	$	6,166,708.34

CC: PAULA

CC; FINANCE FOLDER

BUDGET REPORT FOR GREENFIELD
Fund: 010 GENERAL
Calculations as of 07/31/2020

ACCOUNT CLASSIFICA AND FUNCTION	DESCRIPTION	2020 AMENDED BUDGET	2020 ACTIVITY THRU 07/31/20	REMAINING BALANCE
ESTIMATED REVENUES				
TAXES	TAXES	18,144,790	18,148,789	(3,999.00)
INTGOV	INTERGOVERNMENTAL	3,378,240	1,995,803	1,382,437.00
L&P	LICENSES AND PERMITS	1,353,665	718,477	635,188.00
FINES	FINES-FORFEITS-PENALTIES	733,000	365,509	367,491.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,506,500	863,245	643,255.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,271,573	572,323	699,250.00
MISC REV	MISCELLANEOUS REVENUE	353,969	139,763	214,206.00
OTH FIN	OTHER FINANCING SOURCES	1,856,844		1,856,844.00
TOTAL ESTIMATED REVENUES		28,598,581	22,803,909	5,794,672.00
APPROPRIATIONS				
GENERAL	GENERAL GOVERNMENT	3,970,783	2,102,959	1,867,824.00
PS	PUBLIC SAFETY	18,721,669	10,204,678	8,516,991.00
PW	PUBLIC WORKS	3,819,562	2,461,949	1,357,613.00
HHS	HEALTH AND HUMAN SERVICES	795,359	442,434	352,925.00
CRE	CULTURE, REC AND EDUCATION	1,080,161	560,096	520,065.00
PD	PLANNING AND DEVELOPMENT	196,047	75,224	120,823.00
OTHER	OTHER FINANCING SOURCES(USES)	15,000	15,000	
TOTAL APPROPRIATIONS		28,598,581	15,862,340	12,736,241.00
NET OF REVENUES/APPROPRIATIONS - FUND 010			6,941,569	6,941,569.00
	BEGINNING FUND BALANCE	9,899,465	9,899,465	
	ENDING FUND BALANCE	9,899,465	16,841,034	

Committee: Common Council Item Number:

Introduced By: Darren Rausch, Health Officer/Director

Date Introduced: September 15, 2020

RELATING TO: Discussion and decision related to Placement Site Agreement between the Greenfield Health Department and Employ Milwaukee

SUMMARY:

Since mid-March, the Health Department has managed approximately 800 positive, laboratory-confirmed COVID-19 cases. Additionally, the department has had to administratively process over 8,000 total laboratory tests for COVID-19 within our communicable disease database. The management of this volume of cases – both confirmed and negatives – has been a significant burden on the department and has necessitated the need for a dedicated person to assist in managing this workload.

Employ Milwaukee has received federal funding for the placement of displaced workers due to the COVID-19 pandemic. Their funding continues into mid-2021 and permits the hiring of positions to support the pandemic response efforts in local health departments and other affiliated response entities.

The Greenfield Health Department has worked with Employ Milwaukee to create a job description for a part-time Clerk Typist position to support the department into 2021. This will be a 29-hour-per-week position serving to assist with data entry tasks related to COVID-19. The department will work with Employ Milwaukee to identify and recruit for this position.

From the Placement Site Agreement:

> Wisconsin's COVID-19 Disaster Recovery Dislocated Worker Grant (COVID-19 Disaster Recovery DWG) will fund temporary disaster-relief jobs for project participants. COVID-19 Disaster Recovery DWG funds will be used to pay the wages and fringe benefits of participants. **Employ Milwaukee Inc. (EMI) is the Project Operator** and oversees the administration of the grant, including the participant's placement at a placement site. EMI contracts with Dynamic Workforce Solutions (DWFS) who is the Service Provider and enrolls participants and provides supportive services to the participant. EMI is the Employer of Record and pays the participant wages and covers other employment-related costs.

A copy of the Agreement was sent to City Attorney Brian Sadjak on September 10, 2020. The Board of Health will be notified this Agreement at their September 10, 2020, meeting but will not discuss due to the late nature of the receipt of this Agreement. Regardless, the Board of Health has been supportive or prior efforts to enhance workflow and create efficiencies in the department – both of which will occur with this position in the short- and longer-term.

Recommendation: Approve Subscriber Agreement.

ATTACHMENTS: **KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___**

MOTION ___ OTHER _X__ Agreement

CLERK/TYPIST – JOB OPENING!
CITY OF GREENFIELD HEALTH DEPT.

Greenfield Health Department & Employ Milwaukee

The ***Greenfield Health Department*** is partnering with ***Employ Milwaukee*** to help respond to the public health and economic emergency stemming from CCOVID-19. The Greenfield Health Department's mission is to assure optimal health and wellness of all community members through protection, promotion, education and partnership; the vision of Employ Milwaukee is to develop workforce solutions that promote regional economic growth and employment opportunity for all job seekers.

The City of Greenfield, a suburb just southwest of Milwaukee, is seeking to fill a **Clerk/Typist** position. Since the COVID-19 crisis, there is a need for data entry related to COVID cases, as well as managing negative test results within their data management system.

The Job Opening

Clerk/Typist: Part-time/Temporary: 29 hours/week for 6 months
Hours: Within 1st Shift (8 am – 5 pm)
Wages: $14.94-17.15/hr.

Requirements:

- ✓ To qualify for this opportunity, applicants must be currently unemployed.
- ✓ High School Diploma or equivalent.
- ✓ Ability to type 45 wpm and transcribe from dictating equipment.
- ✓ Ability to use computers and software; ability to maintain confidentiality of clients & records.
- ✓ Excellent communication and customer service skills.
- ✓ Attention to detail; track record of accuracy and reliability.
- ❖ Although not a requirement, City of Greenfield residents are encouraged to apply.

The Location:

The City of Greenfield Health Dept. is located at **7325 W. Forest Home Ave., Greenfield**, easily accessed from I-43 South/I-894 West. It is also about a 10 minute walk from the nearest bus route.

Why Should You Apply?

If you are interested in being part of a team that is focused on supporting and promoting healthy behaviors and creating programs and services that help our community members live their best life possible, please apply today!

How To Apply

If you are interested and qualified in the Clerk/Typist job opening,
email your resume to: Biz.Services@EmployMilwaukee.org
Please put "**Clerk/Typist**" in the Subject Line.

Employ Milwaukee and the City of Greenfield are Equal Opportunity Employers.
Funding provided via Wisconsin COVID-19 Disaster Recovery Dislocated Worker Grant.

APPENDIX E
PLACEMENT SITE AGREEMENT

Background

Wisconsin's COVID-19 Disaster Recovery Dislocated Worker Grant (COVID-19 Disaster Recovery DWG) will fund temporary disaster-relief jobs for project participants. COVID-19 Disaster Recovery DWG funds will be used to pay the wages and fringe benefits of participants. **Employ Milwaukee Inc. (EMI) is the Project Operator** and oversees the administration of the grant, including the participant's placement at a placement site. EMI contracts with Dynamic Workforce Solutions (DWFS) who is the Service Provider and enrolls participants and provides supportive services to the participant. EMI is the Employer of Record and pays the participant wages and covers other employment-related costs.

Purpose of this Agreement

This agreement defines the terms and conditions for a placement site accepting COVID-19 Disaster Recovery DWG participants who will perform disaster-relief employment for and on behalf of the placement site.

Project Operator Information

Organization Name	Employ Milwaukee
Organization Address	
Name of Contact	
Contact's Email	
Contact's Phone Number	

Service Provider Information (if applicable)

Organization Name	Dynamic Workforce Solutions
Organization Address	
Name of Contact	
Contact's Email	
Contact's Phone Number	

Employer of Record Information

Organization Name	
Organization Address	
Name of Contact	
Contact's Email	
Contact's Phone Number	

Placement Site Information

The placement site is the physical location where the participant(s) will perform the disaster-relief job(s) or where the participant must check in (in person, by phone, or some other method).

Site Name	Greenfield Health Department
Site Address	7325 W Forest Home Ave, Greenfield, WI 53220
Name of Contact	Darren Rausch
Contact's Email	Darren.Rausch@greenfieldwi.us
Contact's Phone Number	414-329-5275
Overview of the types of disaster-relief jobs to be performed by COVID-19 Disaster Recovery DWG participants (attach additional sheets if needed)	Basic data entry and database coordination within our statewide system. Assistance with special projects related to COVID-19 response including data finding, data entry, etc.

Terms and Conditions

The placement site accepting COVID-19 Disaster Recovery DWG participants agrees to the following terms and conditions:

1. The job duties performed by participants must be limited to the provision of humanitarian assistance, which generally includes actions designed to save lives, alleviate suffering, and maintain human dignity in response to the immediate impacts of the COVID-19 public health and economic emergency. These job duties cannot include activities that solely focus on preventing or planning for future emergency or disaster events.

2. The placement site will adhere to the description of tasks and working conditions, hours per week, and schedule established in the Participant Placement Agreement for each participant and will notify the project operator, as soon as is practicable, about any changes that need to be made to these terms. The placement site is responsible for compensation owed to participants who work more than 40 hours in a week.

3. The placement site must assign a supervisor for all participants.

4. The placement site must provide an orientation to all participants and is responsible for having the participant and the participant's supervisor complete the Participant Orientation Form. The placement site must provide the project operator (or its service provider) the original signed form.

5. The placement site agrees to cooperate with any COVID-19 Disaster Recovery DWG monitoring activities, including onsite monitoring visits by, or information requests from, the U. S. Department of Labor, Wisconsin Department of Workforce Development and/or the project operator or its service provider.

6. COVID-19 Disaster Recovery DWG participants will be treated the same as the placement site's regular employees or volunteers, as applicable, regarding working conditions, breaks, background checks, drug tests, attendance policies, and other placement site rules and procedures.

7. The placement site agrees to notify the project operator (or its service provider) in writing of any situation that could result in disciplinary action and/or termination of the participant's job placement.

8. The placement site agrees to notify participants if it will temporarily close for any reason, and, to the extent it has permanent employees, it should follow the same protocols it would use to notify them.

9. The placement site will cooperate with the employer of record's procedures to track and report participants' hours worked.

10. This agreement may be terminated by the project operator or the placement site at any time by providing written notice to the signatories of this agreement. Termination of this agreement terminates all COVID-19 Disaster Recovery DWG participant placements, current and future.

11. This agreement will end no later than June 30, 2022, the planned end date of the COVID-19 Disaster Recovery DWG.

Signatures

By signing below, I agree to all of the terms and conditions included in this agreement.

_____ _____

Authorized Representative with the Placement Site Date

_____ _____

Authorized Representative with the Project Operator Date