COMMON COUNCIL MEETING AGENDA

Tuesday, November 7, 2023 - 7:00 PM

A. Call to Order & Roll Call

B. Opening Prayer

C. Pledge of Allegiance

D. Approval of the October 17, 2023 Common Council minutes

E. Mayor's Report

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 member to the Board of Review for a term to expire 5/1/2026 (formerly James Jaworowicz)
        ii. One member to the Zoning Board of Appeals for a term to expire 5/1/26 (formerly John Rivera)

J. New Business

1. Claim received from Sara Kitzrow. (Goergen)
2. Notice of Circumstances of Claim received from Habush Habush & Rottier S.C. on behalf of Patricia A. Phillips. (Goergen)
3. Claim received from Racquel Olmos. (Goergen)
4. Claim received from Baljinder Kaur/Sharanjit Singh. (Goergen)
5. Resolution allowing the claim of Baljinder Kaur relating to tire damage. (Goergen)
6. Claim received from Murad Murad. (Goergen)
7. Resolution regarding claim of Murad Murad. (Goergen)
8. Approve applications for 2023-2024 operator licenses (Goergen)
9. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Deer Hunters Weekend on November 18, 2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
10. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Ladies Holiday Shopping

Night on December 1, 2023 from 4:00 PM to 9:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)

11. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the 2023 Holiday Shopping Saturday - Charities on December 2, 2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
12. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Men's Holiday Shopping Night on December 8, 2023 from 4:00 PM to 9:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
13. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the 2023 Holiday Shopping Saturday - Charities on December 9, 2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
14. Approve the 2024 Special Assessment Rate Schedule. (10/24/23 BPW- Ald. Bailey)
15. Adopt an ordinance establishing the 2024 Service Charges for the Collection of Garbage, Refuse, Yard Wastes, and Recycling. (10/24/23 BPW- Ald. Bailey)
16. Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on West Waterford Ave. (10/24/23 BPW- Ald. Bailey)
17. Discussion and decision to approve the grant agreement between the State of Wisconsin Department of Health Services and the Greenfield Fire Department for the purpose of the Wisconsin Coverdell Stroke Program. (11/1/23 F&HR S. Saryan)
18. Discussion and decision to approve a change to Amendment #4 of the Intergovernmental Agreement for Emergency Medical Services (EMS). (11/1/23 F&HR S. Saryan)
19. Discussion and decision to approve a Federal Grant from DOT, Community Orientated Policing Services for the Greenfield Police Department (11/1/23 F&HR S. Saryan)
20. Discussion and decision to approve an agreement between the Greenfield Police Department and Lexipol for purposes of CordicoShield Law Enforcement Wellness App for 1/1/2024 through 12/31/2025 (11/1/23 F&HR S. Saryan)
21. Discussion and decision to approve grant agreement modification between DHS and Greenfield Health Department pertaining to the Communicable Disease and Prevention Program (11/1/23 F&HR S. Saryan)
22. Discussion and decision to approve an agreement between DHS and Greenfield Health Department pertaining to a Public Health Infrastructure Grant (11/1/23 F&HR S. Saryan)
23. Discussion and decision to approve a license agreement between the QPR Institute and City of Greenfield Health Department (11/1/23 F&HR S. Saryan)
24. Discussion and decision to approve an agreement between the City of Greenfield Health Department and Hayat Pharmacy 6, LLC, pertaining to the location of a harm reduction vending machine (11/1/23 F&HR S. Saryan)
25. Discussion and decision to update the City's Investment Policy. (11/1/23 F&HR S. Saryan)
26. Discussion and decision to approve audit service fees, for a 5 year commitment, with Baker Tilly US, LLP

for the basic financial statements of the City of Greenfield. (11/1/23 F&HR S. Saryan)

27. Approval of schedules of disbursements in the amount of $2,086,894.76 and $1,800,389.29. (11/1/23 F&HR S. Saryan)
28. Approval of mileage reimbursements in the amount of $887.40. (11/1/23 F&HR S. Saryan)
29. Approve investments and reinvestments for September 2023. (11/1/23 F&HR S. Saryan)
30. Accept September 2023 financial statements. (11/1/23 F&HR S. Saryan)
31. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(b) & (f), considering licensure, social or personal history, or medical information, for purposes of issuing a 2023-2024 operator license to the following:
    a. Brian James Kurtz
32. Adjourn closed session and reconvene into open session.
33. Decision re: 2023-2024 Operator's License for Brian James Kurtz

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.

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. ________

A RESOLUTION ALLOWING THE CLAIM OF BALJINDER KAUR RELATING TO TIRE DAMAGE

WHEREAS, Baljinder Kaur submitted a claim with the City on November 1, 2023; and,

WHEREAS, the claimant alleged that, on or about October 30, 2023, the claimant's tires were all damaged by spike strips that had been deployed by the City Police Department in the process of attempting to stop a different fleeing vehicle; and,

WHEREAS, the City Attorney has reviewed the facts and circumstances relating to the claim and recommends that, without admitting any negligence, the Common Council allow the claim, as set forth below; and,

WHEREAS, Wis. Stat. § 893.80 provides for the process by which the Common Council shall consider and handle claims made against the Council, the City and its officers, agents and employees; and,

WHEREAS, after considering the facts and circumstances of the claim, the Common Council desires to pay the claimed amount of the loss, as set forth below.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that the claim of Baljinder Kaur, filed with the City on November 1, 2023, and relating to alleged loss occurring on October 30, 2023, is hereby allowed in an amount not to exceed **$1,061.28**.

BE IT FURTHER RESOLVED that the City Finance Director is hereby authorized and directed to pay the claim to the claimant upon receipt of a signed release of claims from the claimant.

Approved: ________________________________
Michael J. Neitzke, Mayor

Date Approved: ________________________, 2023

This is to certify that the foregoing Resolution was adopted by the Common Council of the City of Greenfield, Wisconsin, at a meeting held on the ____ day of _________________, 2023.

____
Jennifer Goergen, City Clerk

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

11/03/2023

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Amy Marquardt	2826A S Delaware	Milwaukee, WI 53207
Andreas D Karabelas	10332 W Lincoln AVE Apt. 1	West Allis, WI 53227
Caitlin Anne Lampshire	1310 Monroe AVE	South Milwaukee, WI 53172
Claudia Silveyra	2072 S 29th ST	Milwaukee, WI 53215
David Tomow	720 W Becher ST	Milwaukee, WI 53215
Jessi Lynn Witt	4034 S 77th ST #2	Greenfield, WI 53220
Korey Devon Hughes	7403 W Carmen AVE	Milwaukee, WI 53218
Melissa Ann Daley	1960 S 80th ST	West Allis, WI 53219
Nicole Marie Johnson	1645 S 100th ST	West Allis, WI 53214
Sharon Lapre	3267 S 9th PL	Milwaukee, WI 53215

CITY OF Greenfield
Pledged to Progress

Board of Public Works Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: October 24, 2023

RELATING TO:

Approve the 2024 Special Assessment Rate Schedule.

SUMMARY:

Each year the city increases the special assessment rates for street reconstruction projects.

The increase is based upon the Consumer Price Index (CPI). The Wisconsin Department of Revenue (DOR), State and Local Finance Division has informed us that the Consumer Price Index for all urban consumers (CPI-U) was certified at 5.4% for the 12 months ending August 31, 2023.

Basing the increase on the CPI is consistent with other city rate increases.

The CPI of 5.4% has decreased from 7.7% last year.

FINANCIAL:

RECOMMENDATION:

Approve the 2024 Special Assessment Rate Schedule.

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

MOTION ___ OTHER ___

ASSESSMENT RATES – 2024 Proposed

(Note: Residential, multifamily, commercial and industrial as defined per zoning code.
Residential is further defined as properties zoned with "R" classification.)

SANITARY SEWER AND SANITARY SERVICE LATERALS

RESIDENTIAL . . . . $55.12 / front foot
MULTI-FAMILY / COMMERCIAL / INDUSTRIAL . . . . $73.96 / front foot

LATERALS are assessed on the basis of the contract price,
per foot cost x 1/2 the right-of-way, plus 20% for overhead.

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

WATER MAIN AND WATER SERVICE LATERALS

RESIDENTIAL . . . . $55.12 / front foot
MULTI-FAMILY / COMMERCIAL / INDUSTRIAL . . . . $73.96 / front foot

LATERALS are assessed on the basis of the contract price,
per foot cost x 1/2 the right-of-way, plus 20% for overhead.

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

STORM SEWER (Does Not Include Resurfacing of Street)

RESIDENTIAL (does not include service connection) . . . . $ 3.92 / front foot
MULTI-FAMILY (does not include service connection). . . . .$15.72 / front foot
COMMERCIAL / INDUSTRIAL (does not include service connection) . . . . $23.60 / front foot

STORM SEWER SERVICE CONNECTION(S) . . . .$1,482.79 / parcel
(method of connection to be determined by Engineering Division)

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

STREET RECONSTRUCTION (Includes frontage roads)

RESIDENTIAL . . . . $40.12 / front foot
MULTI-FAMILY . . . . $55.12 / front foot
COMMERCIAL / INDUSTRIAL . . . . $78.76 / front foot
* (Includes sidewalk and street lights where applicable)

UNOPENED STREETS -- 100% Total Project Cost Levied Per Parcel
(based on divisibility per zoning)

PUBLIC SIDEWALKS *

RESIDENTIAL 0%
MULTI-FAMILY . . . . 75% of Contract Price + 20%
COMMERCIAL / INDUSTRIAL . . . . 100% of Contract Price + 20%
*(When not included in street reconstruction or new street construction)

DRIVEWAYS and APPROACHES

Additional Concrete and/or Existing Asphalt Driveways * . . . . 100% of Contract Price + 20%
*(Additional includes widening of an existing driveway and/or a second driveway approach.
Second driveway approach shall follow Section 9.12 of the Municipal Code.)

ALLEY RECONSTRUCTION

RESIDENTIAL . . . . $14.99 / rear foot
MULTI-FAMILY / COMMERCIAL / INDUSTRIAL 100% of Total Project Cost of 1/2 Alley + 20%

CITY OF Greenfield
Pledged to Progress

Board of Public Works Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: October 24, 2023

RELATING TO:

Adopt an ordinance establishing the 2024 Service Charges for the Collection of Garbage, Refuse, Yard Wastes and Recycling Services.

SUMMARY:

Per the current agreement with Johns Disposal, on January 1st of each year all rates shall be adjusted by the average annual rate of inflation experienced over the 12 month period ending in August of the prior year, or 2.5%, whichever is greater, but not to exceed 4%.

The increase is based upon the Consumer Price Index (CPI). The Wisconsin Department of Revenue (DOR), State and Local Finance Division has informed us that the Consumer Price Index for all urban consumers (CPI-U) was certified at 5.4% for the 12 months ending August 31, 2023.

Since the CPI for next year is greater than 4%, the increase will be the not to exceed limit of 4%. For reference, in 2023 the increase was 4.0%.

FINANCIAL:

2023	2024	
$ 65.03	$ 67.63	per annum per unit for recycling services
$161.85	$168.32	per annum per unit for garbage, refuse and yard waste services
$226.88	$235.95	Total

RECOMMENDATION:

Adopt an ordinance establishing the 2024 Service Charges for the Collection of Garbage, Refuse, Yard Wastes and Recycling Services.

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

MOTION ___ OTHER ___

Board of Public Works Meeting Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: October 24, 2023

RELATING TO:

Adopt an ordinance amending Section 8.04 of the Greenfield Municipal Code regarding parking restrictions on West Waterford Avenue.

SUMMARY:

No parking shall be permitted at any time on both sides of West Waterford Avenue from South 88th Street to South 92nd Street.

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

MOTION ___ OTHER ___

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 to read as follows:

> "No parking shall be permitted at any time on both sides of West Waterford Avenue from South 88th Street to South 92nd 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 7th day of November, 2023.

APPROVED:

____
Michael J. Neitzke, Mayor

ATTEST:

____
Jennifer Goergen, City Clerk

Document In Process

Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **435100-G24-COVERDELL-05**

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:
Please indicate any information that will help the OLC reviewer recall the result of the review of this document.

Office of Legal Counsel (OLC) Review and Approval:

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

DocuSigned by:
Cody Wagner
31F480248CEC464...

8/22/2023

Name: Cody Wagner
Title: Office of Legal Counsel

Date Signed

Revision: 8/2/2022 (previous versions obsolete)

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Bureau of Procurement and Contracting
Procurement Authority Review
(Not required for CARS/GEARS agreements)

Submitting division: DPH

Division submitter:

Procurement authority:

☐ Request for Bid (provide solicitation#):
☐ Request for Proposal (provide solicitation#):
☐ Request for Services
☐ Waiver (provide waiver#):
☐ Simplified Bid
☐ Interagency
☒ Grant exemption (provide GE#): 161
☐ Other (describe):

Appropriation (if applicable): 15000

Revision: 8/2/2022 (previous versions obsolete)

Document In Process

GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
City Of Greenfield, Greenfield Fire Rescue
for
Wisconsin Coverdell Stroke Program (2103)

DHS Grant Agreement No.: 435100-G24-COVERDELL-05
DPH Contract No.: 61359
Agreement Amount: $46,000
Agreement Term Period: 06/01/23 - 05/29/24

DHS Division: Public Health
DHS Grant Administrator: Mary Pesik
DHS Telephone: 608-267-3694
DHS Email: mary.pesik@wisconsin.gov

Grantee Grant Administrator: Battalion Chief Dan Weber
Grantee Telephone: 414-899-7561
Grantee Email: daniel.weber@gffd.us
Grantee Unique Entity Identifier (UEI) Name:
Grantee Unique Entity Identifier (UEI) Number:
Grantee Supplier ID: 0000072094

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		**Grantee**	
		Entity Name:	
Authorized Representative		Authorized Representative	
Name:		Name:	Paula Schafer
Title:		Title:	Finance Director
Signature:		Signature:	
Date:		Date:	

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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.

Assistance Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

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 a 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

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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

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
   DHS' principal business address is: 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.
B. The Grantee is: City Of Greenfield
   The Grantee's principal business address is: 7325 West Forest Home Avenue, Greenfield, WI 53220

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(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 exhibit(s).

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement. Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1.

4.1 **List of Exhibits**
Exhibit 1: Scope of Work

5. CONTACT INFORMATION

DHS Grant Administrator
Grant Administrator Name: **Mary Pesik**
Telephone**: 608-267-3694**
Email: **mary.pesik@wisconsin.gov**

Grantee Grant Administrator
Grant Administrator Name: **Battalion Chief Dan Weber**
Telephone**: 414-899-7561**
Email: **daniel.weber@gffd.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.

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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 thirty (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 sixty (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.
D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: https://www.govregs.com/regulations/2/200.322

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

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:

Document In Process

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 under DOA-3021P: https://doa.wi.gov/Pages/SBOPForms.aspx.

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) unless the grantee meets one of the limited exceptions. 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:

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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

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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 or less to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware, per state and federal requirements, as stated in any and all exhibits or appendices to this Agreement. 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.

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12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

13. 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.

14. 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.

15. 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.

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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).

16. 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 ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (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.

17. 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/or 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.

18. 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.

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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 Assistance Listing 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 thirty (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.

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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.

19. OTHER ASSURANCES

A. The Grantee shall notify DHS in writing, within thirty (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 thirty (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.

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20. 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.

21. 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 Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
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 a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure 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 and 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;

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2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (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.

22. 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 thirty (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.

23. 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 fourteen (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 thirty (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 fourteen (14) days after the date

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of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

A. Expenses incurred during the Agreement period but reported later than **45 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. ASSIGNMENT

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

30. 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.

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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.

31. 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.

32. 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.

33. MULTIPLE ORIGINALS

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

34. 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.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

None

Match Requirements:

Funding percentages:

a. Federal:
b. State:
c. Local/Other:

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36. 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 sixty (60) days inclusive of the two signature dates.

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37. FEDERAL AWARD INFORMATION

FAIN (Federal Award Identification Number)	NH75OT000039
Federal Award Date	5/27/2021
Subaward period of Performance Start Date	06/01/23
Subaward period of Performance End Date	05/29/24
Amount of Federal Funds obligated (committed) by this action	$46,000
Total Amount of Federal Funds obligated (committed)	$46,000
Federal Award Project Description	CDC-RFA-OT21-2103 - National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities
Federal Awarding Agency Name (Department)	Department of Health and Human Services
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge
DHS Awarding Official Contact Information	DHSContractCentral@dhs.wisconsin.gov
Assistance Listing Number	93.391
Assistance Listing Name	Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises
Total made available under each Federal award at the time of disbursement	$27,184,789.00
R&D?	No
Indirect Cost Rate	7.9%

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Department of Health Services
Chronic Disease Prevention Program
Grant/Contract Deliverables and Expectations
Exhibit 1

Name of Organization: **Greenfield Fire Rescue**

Grantee Program Contact	Grantee Authorized Representative (Signatory)	DHS Program Contact
Name: Battalion Chief Dan Weber	**Name:** Paula Schafer, Finance Director	**Name:** Mary Pesik
Phone: 414-899-7561	**Phone:** 414-329-5283	**Phone:** 608-267-3694
Email: Daniel.weber@gffd.us	**Email:** Paula.schafer@greenfield.wi.us	**Email:** mary.pesik@wisconsin.gov

Background

Funds are provided through the federal CDC award "National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities (CDC-RFA-OT21-2103, FAIN# NH75OT000039)". This grant aims to address disparities that have been exacerbated due to the COVID-19 pandemic.

Within this particular activity/project (Mobile Integrated Health for COVID and Stroke) the goals involve conducting at-home visits for recently discharged stroke patients. Stroke shares many of the same disparities as COVID. Within these visits, topics addressed include COVID vaccine receipt (and offer to establish an appointment, if necessary), knowledge of COVID risk factors, in addition to an assessment including a home safety check, medication checks and primary acre information to prevent future strokes and reduce impact of the event.

Annual Scope of Work Summary

The scope of work involves completing at-home visits not to exceed the amount declared on the grantee's application through the Grant Funding Opportunity. In addition, the scope of work involves monthly phone/video check-ins with DHS grant personnel and a project-end evaluation call between 06/01/23 and 05/29/24.

Period of Performance: June 1, 2023- May 29, 2024

Strategies/Activities
1. Conduct at-home visits for patients discharged to home and referred by partner hospital(s)
2. Participate in monthly evaluation calls with DHS Personnel
3. Participate in project-end evaluation call(s) between 06/01/23 and 05/29/24

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Budget Category	Budget Amount
$300 per Visit (70 allocated)	$21,000
Administrative Costs and patient tracking:	N/A (included in flat amount)
Reimbursement to partner hospitals for 2023 Get with the Guidelines license	$17,500
Reimbursement to partner hospitals for 2024 Get with the Guidelines license – pro-rated January-May 2024	$7,500
Total Costs	**$46,000**
Reporting Requirements	Due Date
Changes to the budget, scope of work or deliverables should be discussed with contract administrator prior to making changes	As needed
All data, as described in the Grant Funding Announcement, collected must be shared with the Department of Health Services within 30 days of project completion	June 28, 2024

Allowable Costs and Activities
Grant recipients will be required to comply with the Department of Health Services Allowable Cost Policy Manual
Staff time to coordinate and implement the project
Meeting expenses related to the project (meeting room, AV equipment, travel, speakers, etc.)
Public health evaluation
Office supplies, postage, copying, etc. related to the project
Consultant and contract services needed to implement the project
Unallowable Costs and Activities
Direct or indirect lobbying activities
Costs or activities not directly related to the overall project description and scope of work
Research
Construction
Capital expenditures and capital equipment. Capital equipment costs are defined as all costs associated with the acquisition of assets having a value in excess of $5,000, and a useful life in excess of one year.
Projects outside of Wisconsin

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Disclosure of Lobbying Activities (Standard Form-LLL)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(Signature of Official Authorized to Sign Application)	(Date)
Paula Schafer	Finance Director
(Print Name)	(Title)
(Agency / Contractor Name)	(Title of Program)

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

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 www.sam.gov.

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
For *(Name of Vendor)*	Unique Entity Identifier (UEI), *if applicable*

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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

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DocuSign

Certificate Of Completion

Envelope Id: 9396371393C34080BBE531C61A4DE258		Status: Sent
Subject: DHS - City of Greenfield, Greenfield Fire Rescue - WI Coverdell Stroke Prgm- 435100-G24-COVERDELL-05		
Source Envelope:		
Document Pages: 24	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Kristen Sapyta
AutoNav: Enabled		1 West Wilson St.
EnvelopeId Stamping: Enabled		Madison, WI 53703
Time Zone: (UTC-06:00) Central Time (US & Canada)		kristen.sapyta@dhs.wisconsin.gov
		IP Address: 165.189.255.23

Record Tracking

Status: Original 8/22/2023 10:51:51 AM	Holder: Kristen Sapyta kristen.sapyta@dhs.wisconsin.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
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) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Cody Wagner 31F480248CEC464... Signature Adoption: Uploaded Signature Image Using IP Address: 165.189.255.23	Sent: 8/22/2023 10:59:14 AM Viewed: 8/22/2023 11:35:22 AM Signed: 8/22/2023 11:45:47 AM
Paula Schafer Paula.schafer@greenfieldwi.us Finance Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/29/2023 8:56:45 AM ID: 294d1f71-62e0-45b5-bc8c-edca7069520f		Sent: 8/22/2023 11:45:50 AM Resent: 9/29/2023 8:51:29 AM Viewed: 9/29/2023 8:56:45 AM
Jonette Arms jonette.arms@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/28/2023 2:47:04 PM ID: 17c17697-fae5-4329-bd45-6f222fbfdbdd		

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

Carbon Copy Events	Status	Timestamp
Battalion Chief Dan Weber Daniel.weber@gffd.us Battalion Chief Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/3/2023 4:03:25 PM ID: e300e734-14f9-4cc7-bc67-6087fed237b9	COPIED	Sent: 8/22/2023 10:59:15 AM
Kathy Clark kathy.clark@dhs.wisconsin.gov Grant Specialist Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/22/2023 10:59:16 AM
Mary Pesik mary.pesik@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/20/2023 12:33:30 PM ID: 0c6f3b5b-1684-4f3d-b821-b913193a90ec	COPIED	Sent: 8/22/2023 10:59:14 AM
DPH Contracts DHSDPHContracts@dhs.wisconsin.gov DPH Contracts Shared Account Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/22/2023 10:59:15 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/22/2023 10:59:16 AM
Envelope Updated	Security Checked	9/29/2023 8:51:28 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

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AMENDMENT NO. 4
TO INTERGOVERNMENTAL AGREEMENT
FOR EMERGENCY MEDICAL SERVICES (EMS)

This Amendment No. 4 to Intergovernmental Agreement for Emergency Medical Services (EMS) (this "Amendment No. 3") is entered into as of July 1, 2023 (the "Amendment Effective Date"), by and between Milwaukee County, a Wisconsin municipal body corporate ("County"), and ("Municipality"). Each of the County and Municipality also may be referred to herein as a "Party" and both may be referred to collectively as the "Parties."

RECITALS:

Whereas, County and Municipality entered into that certain Intergovernmental Agreement Between Milwaukee County and [____] For Emergency Medical Services(EMS) (2017 – 2018), effective as of January 1, 2017 (the "Agreement"), relating to the provision of a coordinated delivery system of EMS services to the residents of the County and others; and

Whereas, County and Municipality previously extended the term of the Agreement via Amendment #1: Intergovernmental Agreement for Emergency Medical Services (EMS) (2017-2018) dated July 21, 2017, through December 31, 2020 pursuant to Article VII(E) thereof; and

Whereas, County and Municipality previously extended the term of the Agreement via Amendment #2: Intergovernmental Agreement for Emergency Medical Services (EMS) (2017-2018) File 20-197 dated May 28th 2020, through December 31, 2025 thereof; and

Whereas, County and Municipality previously amended the Agreement via Amendment #3: Intergovernmental Agreement for Emergency Medical Services (EMS) (2017-2018) dated January 1, 2022, through December 31, 2025 thereof; and

Whereas, representative of the strength of the County EMS System, as proven by the robust system-wide collaboration and partnership; and

Whereas, the Parties desire to further amend the Agreement as more particularly set forth herein;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties herebyagree as follows:

1.0 AMENDMENT TO MUNICIPALITY REQUIREMENTS. The subsections of Article IV arehereby amended as follows:

a. "Municipal paramedics licensed after July 1, 2010, shall achieve and maintain credentials as a National Registry Emergency Medical Technician - Paramedic (NREMT-P) throughout their tenure as a paramedic within Milwaukee County" will now become optional effective July 1st, 2023. For purposes of avoiding any confusion, the intended effect of this change is that municipal paramedics will no longer need to be NREMT-P credentialed after July 1, 2023.

b. OEM-EMS will still ensure the hours required to maintain this level of certification will be offered and delivered in accordance with the requirements of the NREMT.

c. Individual providers choosing to maintain this credential will be solely responsible for record entry and recertification of the NREMT.

d. Individuals seeking initial licensure at the Paramedic level from the State of Wisconsin must complete an initial Paramedic educational course in addition to satisfying any additional requirements identified by the licensing authority.

2.0 MISCELLANEOUS. Except as modified by this Amendment No. 4, the Agreement remains in fullforce and effect. In the event of a conflict between the terms of the Agreement, Amendment No. 2, No.3 and Amendment No. 4; Amendment No. 4 shall prevail. Capitalized terms used but not otherwise defined hereinshall have the meanings provided for them in the Agreement.

For Municipality:

____

by _________________, _______________ Date:

For: Milwaukee County Office of Emergency Management

____

By: Cassandra Libal, Director Date:

Committee: Finance & Human Resources

Item Number:

Introduced By: Police Department

Date Introduced: 11/1/2023

RELATING TO: Discussion and decision to approve Law Enforcement Mental Health and Wellness Act (LEMWHA) Federal Grant Award

SUMMARY:

The Greenfield Police Department has been awarded a Federal Grant from the Department of Justice – Community Orientated Policing Services (COPS) office in the amount of $29,998.00. GFPD will use the LEMWHA funding to enhance the department's wellness program. Law Enforcement professionals are exposed to numerous scenarios throughout their career which are dangerous and stressful. . The Cordico law enforcement wellness solution will enable our department to provide customized, confidential, mobile wellness resources. The CordicoShield Law Enforcement app includes a complete range of self-assessments as well as continuously updated videos and guides on more than 60 behavioral health topics-all designed specifically for first responders. Also included with the app are online accredited wellness coursed covering such topics as managing stress, post-traumatic stress disorder, family and work relationships, and fitness and nutrition. The advantages for our department will include a nexus for the members of the Greenfield Police Department to confidential assessments and counseling resources, strengthen the wellness culture and empower our Peer Support Team. The wellness app will also help our officers cope with the effects of critical events and chronic exposure, improve officer decision-making, empathy and resiliency, which in turn will help to bridge the gap between the police and our community. The CordicoShield wellness application is supported by Lexipol, a nation-wide risk management company for law enforcement. The Grant Award will fund the availability of the CordicoShield wellness app for a total of two years from 01/01/2024 through 12/31/2025.

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	GREENFIELD, CITY OF 5300 W LAYTON AVE
City, State and Zip:	MILWAUKEE, WI 53220
Recipient UEI:	LJ1HW6JNR4X8
Project Title: FY23 City of Greenfield, WI, LEMHWA Project	**Award Number:** 15JCOPS-23-GG-01705-LEMH
Solicitation Title: FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects	
Federal Award Amount: $29,998.00	**Federal Award Date:** 10/13/23
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/23	**Project Period End Date:** 9/30/25
Budget Period Start Date: 10/1/23	**Budget Period End Date**: 9/30/25

Project Description:

The Greenfield Police Department will use LEMHWA funding to enhance our wellness program. The Cordico law enforcement wellness solution will enable our department to provide customized, confidential, mobile wellness resources. The law enforcement app includes a complete range of self-assessments as well as continuously updated videos and guides on more than 60 behavioral health topics-all designed specifically for first responders. Also included with the app are online accredited wellness coursed covering such topics as managing stress, post-traumatic stress disorder, family and work relationships, and fitness and nutrition.

Award Letter

October 13, 2023

Dear Jay Johnson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by GREENFIELD, CITY OF for an award under the funding opportunity entitled 2023 FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is $29,998.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF GREENFIELD

UEI
LJ1HW6JNR4X8

ORI Number

Street 1
5300 W LAYTON AVE

Street 2

City
MILWAUKEE

State/U.S. Territory
Wisconsin

Zip/Postal Code
53220

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/13/23

Award Type
Initial

Award Number
15JCOPS-23-GG-01705-LEMH

Supplement Number
00

Federal Award Amount
$29,998.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Awarding Agency
COPS

Application Number
GRANT13848255

Grant Manager Name
NICOLE PRUSS

Phone Number
202-616-0096

E-mail Address
Nicole.Pruss2@usdoj.gov

Project Title
FY23 City of Greenfield, WI, LEMHWA Project

Performance Period Start Date	Performance Period End Date
10/01/2023	09/30/2025

Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2025

Project Description

The Greenfield Police Department will use LEMHWA funding to enhance our wellness program. The Cordico law enforcement wellness solution will enable our department to provide customized, confidential, mobile wellness resources. The law enforcement app includes a complete range of self-assessments as well as continuously updated videos and guides on more than 60 behavioral health topics-all designed specifically for first responders. Also included with the app are online accredited wellness coursed covering such topics as managing stress, post-traumatic stress disorder, family and work relationships, and fitness and nutrition.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 7/20/23 9:20 PM

Comments
No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	$0	$0	$0	
Civilian or Non-Sworn Personnel:	$0	$0	$0	
Travel:	$0	$0	$0	
Equipment:	$0	$0	$0	
Supplies:	$0	$0	$0	
SubAwards:	$0	$0	$0	
Procurement Contracts:	$0	$0	$0	
Other Costs:	$29,998	$0	$29,998	
Total Direct Costs:	$29,998	$0	$29,998	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$29,998	$0	$29,998	
Federal Funds:	$29,998	$0	$29,998	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

Budget Category
Sworn Officer
Civilian Personnel
Travel
Equipment
Supplies
SubAwards
Procurement Contracts
Other Costs
Indirect Costs

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[ ]

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1.

of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
(3) When the recipient agrees to the termination and termination conditions.
(4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency

Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency’s progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency’s community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient’s award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
A. Reporting of Matters Related to Recipient Integrity and Performance
1. General Reporting Requirement
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report
Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures
Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency
During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management and Universal Identifier Requirements
A. Requirement for System for Award Management
Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the

final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier
If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions
For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency’s award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2023, Public Law 117-328, Division B, Title V, Section 527.

25

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

26

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

27

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

28

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

29

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

30

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity

owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

32

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

34

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

35

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

37

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

38

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.
In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.
The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well?qualified in the subject area and skilled in presenting it.
Trainers must possess the subject?matter knowledge and the subject?specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.
Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	HUGH CLEMENTS	9/13/23 12:30 PM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Declaration and Certification (Government Executive/Financial Official)

Committee: Finance & Human Resources | Item Number:
Introduced By: Police Department | Date Introduced: 11/1/2023

RELATING TO: Discussion and decision to approve agreement between the Greenfield Police Department and CordicoShield for purposes of a wellness app for 1/1/2024 through 12/31/2025.

SUMMARY:

The Greenfield Police Department has been awarded a Federal Grant from the Department of Justice – Community Orientated Policing Services (COPS) office in the amount of $29,998.00. GFPD will use the LEMWHA funding to enhance the department's wellness program. Law Enforcement professionals are exposed to numerous scenarios throughout their career which are dangerous and stressful. . The Cordico law enforcement wellness solution will enable our department to provide customized, confidential, mobile wellness resources. The CordicoShield Law Enforcement app includes a complete range of self-assessments as well as continuously updated videos and guides on more than 60 behavioral health topics-all designed specifically for first responders. Also included with the app are online accredited wellness coursed covering such topics as managing stress, post-traumatic stress disorder, family and work relationships, and fitness and nutrition. The advantages for our department will include a nexus for the members of the Greenfield Police Department to confidential assessments and counseling resources, strengthen the wellness culture and empower our Peer Support Team. The wellness app will also help our officers cope with the effects of critical events and chronic exposure, improve officer decision-making, empathy and resiliency, which in turn will help to bridge the gap between the police and our community. The CordicoShield wellness application is supported by Lexipol, a nation-wide risk management company for law enforcement. The Grant Award will fund the availability of the CordicoShield wellness app for a total of two years from 01/01/2024 through 12/31/2025.

MASTER SERVICE AGREEMENT

Agency's Name:	Greenfield Police Department (WI)
Agency's Address:	5300 W Layton Ave Greenfield, Wisconsin 53220
Attention:	Sergeant James Pizur
Sales Rep:	Chris Smith
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	______________________ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Greenfield Police Department (WI)		**Lexipol, LLC**	
Signature:	______________	Signature:	______________
Print Name:	______________	Print Name:	______________
Title:	______________	Title:	______________
Date Signed:	______________	Date Signed:	______________

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Group 1 FY24

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	CordicoShield Law Enforcement Wellness App (Start: 1/1/2024 End: 12/31/2024)	USD 14,999.00	USD 14,999.00
	Subscription Line Items Total		**USD 14,999.00**
			USD 14,999.00
		Group 1 FY24 TOTAL:	USD 14,999.00

Group 2 FY25

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	CordicoShield Law Enforcement Wellness App (Start: 1/1/2025 End: 12/31/2025)	USD 14,999.00	USD 14,999.00
	Subscription Line Items Total		**USD 14,999.00**
			USD 14,999.00
		Group 2 FY25 TOTAL:	USD 14,999.00

Discount Notes
14 months for the price of 12

Notes
14 for 12 for Group 1 only

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. **Definitions**. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 **"Agency"** means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 **"Agency Data"** means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 **"Agreement"** means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **"Effective Date"** means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 **"Initial Term"** means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 **"Lexipol Content"** means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 **"Services"** means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. **Term; Renewal**. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. **Termination**.

3.1 **For Convenience; Non-Appropriation**. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.[1]

3.2 **For Cause**. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination**. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

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4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. Terms of Service. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")[2], GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 Professional Services. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 Intellectual Property; License. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 Agency Data. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. Confidentiality. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.
[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

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Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. **Indemnification.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. **Limitation of Liability.** Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or $10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. **General Terms**.

10.1 **Entire Agreement**. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation**. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions**. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Compliance; Governing Law**. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver**. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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Committee: Finance & Human Resources
Item Number:
Introduced By: Julie Foley
Date Introduced: 10/25/2023

RELATING TO: Discussion and decision to approve grant agreement modification between DHS and Greenfield Health Department pertaining to the Communicable Disease and Prevention Program

SUMMARY:

As part of the DHS Consolidated Contract for October 2022 through September 2024; this agreement modification adds grant funding for the Communicable Disease and Prevention Program in the amount of $4,090 during the period of July 1, 2023 through June 30, 2024. This is a recurring grant.

Examples of uses include:

Reduce burden of communicable diseases (CD)
Ensure or increase capacity to respond to CD events
Training to increase competencies around CD events
Purchase additional equipment to allow for easier access when following up on CD reports (smartphones/tablets)
More extensive/complete f/u on CD outbreaks/reports
Increasing CD awareness in the community with practical prevention opportunities

Recommend approval.

GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Greenfield Hd
for
2023 DPH LPHD Consolidated Contract

DPH Contract No.: 57855-2
Agreement Amount: $4,090
Agreement Term Period: 10/01/2022 to 09/30/2024
GEARS Pre-Packet No: 24773

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Mr Robert "Bob" Leischow
Grantee Address: 7325 W FOREST HOME AVE, GREENFIELD, WI, 532203000
Grantee Email: bleischow@westalliswi.gov

Modification Description: We are adding funding for the Communicable Disease and Prevention Program (Profile 155800). Please see attached Scope(s) of Work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification 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: Anna Benton

Title: Assistant Administrator, Division of Public Health

Signature: DocuSigned by: Anna Benton AF2CECDAF36A431...

Date: 10/11/2023

Grantee
Entity Name: City of Greenfield, Wisconsin

Authorized Representative

Name: Michael Neitzke

Title: Mayor

Signature: DocuSigned by: [signature] 9509DF4287D0416...

Date: 10/11/2023

CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement ("CIVIL RIGHTS COMPLIANCE") is hereby amended by inserting the following:

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 Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY

GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2024

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472803	**Greenfield Hd**	**60**	**7/1/2023**	**6/30/2024**	**$4,090**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155800	COMM DISEASE CTRL & PREV		-	$4,090	$4,090	N/A
					$4,090	

Committee: Finance & Human Resources

Item Number:

Introduced By:

Date Introduced:

RELATING TO: Discussion and decision to approve agreement between DHS and Greenfield Health Department pertaining to a Public Health Infrastructure Grant

SUMMARY:

This is a newly awarded grant in the amount of $142,784 for the period of December 1, 2022 through November 30, 2027. The purpose of the grant is for the hiring, retention and training of diverse staff with improved wages and to increase the capacity of public health agencies to implement the Foundational Capabilities.

Allowable expenses include areas within recruiting/hiring new public health staff; retaining public health staff; supporting and sustaining workforce; training; strengthening workforce planning; supporting the implementation of Foundational Capabilities.

Recommend approval.

GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Greenfield Health Department
for
LPHD Public Health Infrastructure Grant

DPH Contract No.: 61919
Agreement Amount: $142,784
Agreement Term Period: 12/01/2022 to 11/30/2027
GEARS Pre-Packet No: 24665

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Mr Robert Leischow
Grantee Email: bleischow@westalliswi.gov
Grantee Unique Entity Identifier (UEI) Name: City of Greenfield
Grantee Unique Entity Identifier (UEI) Number: VHJ1RJ5BMNY1

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: Anna Benton

Title: Assistant Administrator, Division of Public Health

Signature: DocuSigned by: Anna Benton
AF2CECDAF36A431...

Date: 10/5/2023

Grantee
Entity Name: City of Greenfield

Authorized Representative

Name: Michael Neitzke

Title: Mayor

Signature: DocuSigned by:
9509DF4287D0416...

Date: 10/5/2023

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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.

Assistance Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

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 a 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

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
   DHS' principal business address is: 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.
B. The Grantee is: Greenfield Hd
   The Grantee's principal business address is: 7325 W FOREST HOME AVE, GREENFIELD, WI, 532203000

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(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 exhibit(s).

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement. Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1.

4.1 **List of Exhibits**
Exhibit 1: Scope of Work

5. CONTACT INFORMATION

DHS Grant Administrator
DHS Grant Administrator: **Anna Benton**
DHS Email: **DHSGACMail@dhs.wisconsin.gov**

Grantee Grant Administrator
Grant Administrator Name: **Mr Robert Leischow**
Email: **bleischow@westalliswi.gov**

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

A. All payments to non-municipalities, non-profits, and UW departments will be made as electronic funds transfers (EFT), by the 1st of the month or the 1st banking day following the scheduled payment date, whichever is later. All payments to municipalities will be made as electronic fund transfers (EFT) by the 5th of the month or the 1st banking day following the scheduled payment date, whichever is later. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries: https://health.wisconsin.gov/cars/GetIndexServlet.
B. DHS will assign a GEARS agency number to the Grantee.
C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm.
D. The Grantee shall submit expenditures on the form required by DHS to the following email: DHS600RCARS@dhs.wi.gov.
E. Payments to the Grantee will be made on a monthly basis per the GEARS Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by DHS.
F. Expense reports received timely in accordance with the GEARS Processing Dates schedule will be reviewed and processed per the GEARS Processing Dates schedule.
G. Payments to the Grantee shall not exceed the total Agreement award.
H. If DHS determines, after notice to the Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Grantee shall refund the amount determined to be in excess within thirty (30) days of notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

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.
D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: https://www.govregs.com/regulations/2/200.322

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

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 under DOA-3021P: https://doa.wi.gov/Pages/SBOPForms.aspx.

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.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §

701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

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) unless the grantee meets one of the limited exceptions. 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. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

13. 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.

14. 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.

15. 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).

16. 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 ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (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.

17. 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/or 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.

18. 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

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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 Assistance Listing 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 thirty (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.

19. OTHER ASSURANCES

A. The Grantee shall notify DHS in writing, within thirty (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 thirty (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.

20. 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.

21. 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 Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.

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 a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure 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 and 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, thirty (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.

22. 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 thirty (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.

23. 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 fourteen (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 thirty (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 fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

A. Expenses incurred during the Agreement period but reported later than **45 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. ASSIGNMENT

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

30. 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.

31. 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.

32. 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.

33. MULTIPLE ORIGINALS

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

34. 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.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

Match requirements: None

36. 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 sixty (60) days inclusive of the two signature dates.

37. FUNDING CONTROLS

Funding Control	Explanation
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
4-month	Payments through Jun 30 of the contract year are limited to 4/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
5-month	Payments through Jun 30 of the contract year are limited to 5/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
6-month	Payments through Jun 30 of the contract year are limited to 6/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
9-month	Payments through Jun 30 of the contract year are limited to 9/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
N/A	Profile does not require funding control.

38. FEDERAL AWARD INFORMATION

DHS Profile Number	155820
FAIN	NE11OE000050
Federal Award Date	8/22/2023
Subaward period of Performance Start Date	12/1/2022
Subaward period of Performance End Date	11/30/2027
Amount of Federal Funds obligated (committed) by this action	$142,784
Total Amount of Federal Funds obligated (committed)	$142,784
Federal Award Project Description	Strengthening Wisconsin's Governmental Publi Health Infrastructure, Workforce, and Data Systems
Federal Awarding Agency Name (Department)	Department of Health and Human Services - Centers for Disease Control and Prevention
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	**608-266-9622**
Assistance Listing Number	93.967
Assistance Listing Name	CDC's Collaboration with Academia to Strengthen Public Health
Total made available under each Federal award at the time of disbursement	$53,506,756
R&D?	No
Indirect Cost Rate	7.9%

39. GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

The information below is used by DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date:	GEARS Contract End Date:	Program Total Contract:
472803	**Greenfield Hd**	**60**	**12/1/2022**	**11/30/2025**	**$142,784**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls[1]
155820	PH Infrastructure - LHD		-	$142,784	$142,784	N/A
					$142,784	

[1] See “Funding Controls.”

Committee: Finance & Human Resources
Introduced By: Julie Foley

Item Number:
Date Introduced: 10/25/2023

RELATING TO: Discussion and decision to approve license agreement between the QPR Institute and City of Greenfield Health Department for purposes of a certified QPR trainer

SUMMARY:

As part of the Maternal Child Health (MCH) grant, the Greenfield Health Department (GHD) would like to have one (1) staff member trained in QPR. QPR stands for Question, persuade, refer, which is a suicide prevention initiative. QPR can be taught to all ages and would support GHD's MCH grant objectives related to adolescent well-being and social connections. The QPR course is $495/person.

City attorney reviewed agreement.

Recommend approval.

Thank you for your interest in becoming a Certified QPR Gatekeeper Instructor. This initial mailing includes our orientation to the online QPR Gatekeeper Instructor Certification Course, a description of the rights and responsibilities of a Certified QPR Gatekeeper Instructor, an overview of the course content and a licensing agreement.

QPR has been taught to millions of people across the United States and internationally. Instructors from around the world, as well as the originator and his staff, have tried to anticipate your every need, as well as the needs of those Gatekeepers you will train. This material was developed by a multi-disciplinary team of clinicians and suicidologists at the QPR Institute.

We realize that teaching suicide prevention is a difficult challenge and that we do not have a great deal of research to guide us in how we should proceed. Still, we do know something about the nature of suicidal communications, about what causes people to become suicidal and that suicidal individuals do respond to efforts to help them. Our experience has shown us that audiences are anxious to learn about suicide and are quick to acquire the necessary skills to make a potentially life-saving intervention. Throughout the online course, lectures, videos, and exercises contained therein, you will become familiar with the underlying philosophy of our suicide prevention programs and educational goals. Ours is a community-based, person-to-person approach with built-in evaluation and research methodologies.

To maintain the quality and integrity of the QPR Program, you will be asked to enter into a Licensing Agreement that stipulates the conditions and requirements of teaching QPR to the public. The licensing agreement may seem a bit intimidating, but a careful reading will help clarify your rights and responsibilities, as well as ours. Our intention here is to maintain the current high quality of QPR training. If you have any questions about the licensing agreement, please call us at (888) 726-7926. To assure program standards for instructors, you will be asked to complete tests for our ongoing research and evaluation and provide additional documentation as to your proficiency in teaching QPR.

Because we feel this information is so critical to the safety of suicidal people and their families, we aim for a high degree of quality and consistency in our Gatekeeper training programs. To enhance quality, your instructor's materials include an evaluation format that you can use with audiences to get feedback from which you can enhance and improve your presentations.

You may also wish to participate in one or more of our research projects. With more than 5,000,000 Gatekeepers trained at the time of this writing, we are convinced that, as a Certified QPR Instructor, you can carry this important prevention method to your community. Guidelines and materials for getting QPR started in your community are also included in your package.

Mission Statement

The QPR mission is to save lives and reduce suicidal behaviors by providing innovative, practical, and proven suicide prevention training. We believe quality education empowers all people, regardless of their background, to make a positive difference in the life of someone they know.

Our goal is nothing less than to train everyone in America in QPR and to help bring an end to the tragedy of suicide. Thank you for your willingness to help us in this endeavor.

The Staff of the QPR Institute

COURSE CONTENT AND MATERIALS

The self-study course includes:

Module 1	**Becoming a QPR Gatekeeper Instructor**
Module 2	**About the Course Author**
Module 3	**Course Training Outline**
Module 4	**A Brief History of Suicide Prevention and Variants of Suicidal Behavior**
Module 5	**Foundations in Understanding Suicide**
Module 6	**How to Talk About Suicide**
Module 7	**Suicidal Communications**
Module 8	**QPR Gatekeeper Training: Orientation and Theory**
Module 9	**Teaching QPR**
Module 10	**Model QPR Gatekeeper Training Presentation and Role Play Exercise**
Module 11	**QPR Gatekeeper Instructor Knowledge Quiz**
Module 12	**QPR Gatekeeper Instructor Licensing**
Module 13	**QPR Gatekeeper Instructor Certification Licensing Quiz**
Module 14	**QPR Gatekeeper Instructor Certification Licensing Agreement**
Module 15	**Course Wrap up**
Module 16	**Course Evaluation and Certification**

As a QPR Gatekeeper Instructor, you will receive:

- Access to QPRI's 888 number for consultation on the self-study course

- A subscription to the *QBLAST Emails* – an email created and published via the internet, specifically for Certified QPR Gatekeeper Instructors (on course completion)

- Three-year certification

The QPR Instructor's Manual which includes:

- Detailed instructions/guidelines for presenting QPR

- 25 QPR booklets and cards and order forms for future training needs. (Resource booklets and cards are to be distributed at all Gatekeeper trainings.)

- A "*Tender Leaves of Hope*, *Helping Someone Survive a Suicide Crisis*" booklet

- A tool kit (continuously updated) with information on various issues related to suicide, promoting your QPR training to the community and fund-raising

- Two books by Dr. Paul Quinnett:
  Suicide: The Forever Decision
  Counseling Suicidal People, A Therapy of Hope

Upon certification, you will receive access to a personal QPR Instructor Resources account. This account allows access to a large list of resources, including teaching materials, PowerPoints, print and online surveys, video content, culturally relevant training materials, online QPR Booklet purchasing, recertification options and more.

To introduce you to the training course, please review the following materials.

BASIC PRINCIPLES

- **QPR** recognizes that suicidal behavior is interpersonal in nature, potentially deadly, understandable, and usually preventable.
- **QPR** recognizes that even socially isolated individuals have some sort of contact with their community (e.g., family members, doctors, teachers, employers, bankers, counselors, attorneys, etc.). These individuals play pre-existing roles in the at-risk person's life, and with a little training, these same individuals can help save lives.
- **QPR** teaches diverse groups within each community how to recognize the "real crisis" of suicide and the symptoms and communications that may accompany it.
- **QPR** addresses high-risk people within their own environments, versus requiring individuals to initiate requests for support or treatment on their own.
- **QPR** offers the increased possibility of intervention early in the depressive and/or suicidal crisis.
- **QPR** encourages trained Gatekeepers to take the individual directly to a treatment provider and/or community resource.
- **QPR** stresses active follow-up on each intervention.

The fundamental premise of QPR's effectiveness is based on the belief, and growing research, that those most at-risk for suicide do not self-refer. To locate these individuals, identify their suicidal communications and get them to needed services is at the heart of the QPR approach to suicide prevention.

GENERAL COURSE OBJECTIVES

- Participants will become familiar with the QPR approach to suicide prevention and be able to articulate its philosophy, methodology and objectives.
- Participants will become familiar with the epidemiology of suicide, common risk factors and available statistical information which best describes the prevalence of suicide in America and those populations most at risk.
- Participants will learn about the about the history of suicide prevention, together with the cultural context in which suicide occurs.
- Participants will be able to name the major organizations currently working to prevent suicide in America and elsewhere.
- Participants will become familiar with the history of QPR, its development, research and where QPR fits into the spectrum of suicide prevention efforts.
- Participants will learn about other suicide prevention strategies currently available.
- Participants will learn the three essential components of a QPR presentation and how to train suicide prevention Gatekeepers.
- Participants will become familiar with the most frequently asked questions from audiences and be able to respond to sample questions in an informed fashion.

CERTIFICATION PROCESS

Certification as a QPR Gatekeeper Instructor requires 100% completion of the online course as well as successful completion of two forms included in the course:

1. QPR Instructor Licensing Agreement
2. QPR Instructor Training Course Evaluation

What Certification Means

Once you have completed and successfully passed this course and have received your three-year certification, you may undertake any of the following:

- Conduct QPR Gatekeeper training programs to any audience
- Volunteer your time and materials or charge a usual and customary fee for this training, based on your community standards
- Use the certificate as part of your resume in any professional manner you wish
- Use the QPR Institute's 888-number for consultation about training, problems, or procedures, at no charge
- Contribute to the QPR Toolkit and/or newsletter, subject to editorial review

At the end of the three-years, you will receive a notice regarding recertification along with a survey that we ask you to complete. The fee for the next three-years' certification is $85.00.

LIMITATIONS

Your certification only allows you to present community Gatekeeper trainings. Certification does **not** include the right to train others to become Gatekeeper Instructors.

Upon course completion, you are a qualified buyer of QPR booklets and cards. These may be used only in your training programs and may not be resold for any purpose.

You may not continue to use this credential and/or purchase QPR booklets and cards without recertification.

PLEASE NOTE: Should you have any questions about the meaning of certification, please review your copy of the Licensing Agreement for details and/or call the staff at the QPR Institute (509) 536-5100 or (888) 726-7926. Email: dana@qprinstitute.com

ONGOING COSTS

The QPR Gatekeeper training method was designed to be presented in a one-hour format, thus enabling thousands of people to hear a message about suicide prevention while learning the fundamental skills necessary for a basic intervention. Because the subject of suicide is so emotionally charged and because there may be people in the audience who know someone currently in a crisis, it is imperative that the QPR booklet and card be given to each Gatekeeper trained. These booklets and cards are essential to the QPR method and provide two principal elements to the training:

- **The QPR booklet**. This 41-page booklet contains field-tested and essential information about suicide and its prevention, some of which the trainer may not be able to cover during one hour. The booklet also includes a review of the most typical emotional reactions of people upon hearing suicidal communications for the first time. Additional topics include: the role of fear and denial in others during a suicidal crisis, the relationship of alcohol and substance abuse to suicide risk, a critical message about removing the means of suicide and a generic review of state laws that support the Gatekeeper in the event someone suicidal refuses to get help. These printed materials were designed to fit inside a book or notepad, a lady's purse, a gentleman's inside jacket pocket, or a teenage boy's hip pocket. Anecdotal reports have shown that people who encountered someone in a suicide crisis referred to these booklets and cards two or three years after the training.

- **The quick reference, three-part folding card (tear-away attached to the back cover of the booklet)**. This card contains critical local community resource numbers, as well as an abbreviated review of warning signs and the three necessary steps to make an intervention.

Booklet prices and order forms are included in your materials. These booklets represent ongoing costs for training Gatekeepers. Should you charge for your training, you may charge no more than $3.00 per set of 1 booklet and 1 card. Please note that if you anticipate training large numbers of people, covers and cards designed for your community and printed with local resource numbers or other items may be obtained. The only stipulation is that "QPR" remains a predominant feature on the card and booklet.

Booklets and cards can be purchased from QPR Institute at the reduced rate of
1-25 / $3.00, 26-500 / $2.50, 501+ $2.25.

SUMMARY

If you wish to proceed with the self-study course, carefully review the following Licensing Agreement, sign it and return it, along with your registration and payment of $495.00 for the course to:

The QPR Institute
P.O. Box 2867
Spokane, WA 99220

If you are using a purchase order or credit card, the above materials can be faxed to our secured fax number at (509) 536-5400.

If you would like a signed copy of your Licensing Agreement, please contact us and we would be happy to return one with your self-study materials.

Once we have received these items, your Certified QPR Gatekeeper Self-Study Course will be mailed directly.

QPR Certified Gatekeeper Instructor's Self Study Course

Eight-hour self-study training, all materials,
3-year certification - $495.00 per person plus shipping of $14.95.

Print name and credentials, as you would like your certificates to read.

Name/Credential ______________________________

Affiliation ______________________________

Profession ______________________________

Address (no PO boxes) ______________________________

City/State/Zip ______________________________

Phone ____________________ Email ______________________________

Enclose payment with registration:

☐ Check Enclosed
☐ Purchase order number ______________

Please add 7% ($34.65) Indiana State Tax if purchasing from Indiana, 7% ($24.75) New Mexico Tax. Contact QPR if you are ordering from the State of Washington.

QPR Institute
P.O. Box 2867
Spokane, WA 99220

Visa/MC Card# ______________________________
Exp. Date: ____________________ Verification Code: ______________
Signature: ______________________________

QPR Institute
Fax: (509) 536-5400 or email at dana@qprinstitute.com
For more information, please call:
Dana Zavala
QPR National Coordinator
(509) 536-5100 or (888) 726-7926

License Agreement for Certified QPR Instructors

This agreement is made and entered into as of the _______ day of ___________ by and between the QPR Institute, a corporation having its principal offices at Spokane, Washington, and ____________________________ ("Licensee").

Recitals

A. The QPR Institute (QPRI) has acquired expertise and experience related to suicide prevention, and owns a training program entitled *QPR, Instructor Certification Course* for use in providing suicide prevention Gatekeeper training.

B. Licensee desires to use QPRI's aforementioned training program and to receive assistance and technical support from the Institute in connection with such use.

C. QPRI is willing to permit Licensee's use of QPRI's aforementioned training program and to provide limited assistance and training to Licensee in connection with such use under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein, and for other good and valuable consideration, QPRI and Licensee hereby agree, as follows:

Terms of Agreement

<u>Section 1: Definitions</u>

1.1 As used in this Agreement, the "QPR PROGRAM" means the training program entitled *QPR*, Instructor Certification Course developed by Paul Quinnett, Ph.D. for use in providing private and public Gatekeeper training by Licensee under this Agreement.

1.2 As used in this Agreement, "QPR INSTRUCTOR'S MANUAL" means the participant certified instructor's guide, which is made available to the Licensee by QPRI under this Agreement for use in the teaching of the QPR PROGRAM.

1.3 As used in this agreement, QPR CARDS AND BOOKLETS means the Gatekeeper QPR card and booklet provided to each Gatekeeper trained by the Licensee under this agreement in connection with the QPR PROGRAM.

<u>Section 2: Grant of Limited License</u>

2.1 Subject to the terms and conditions of this Agreement, QPRI hereby grants Licensee a limited right to use the QPRT PROGRAM and the QPR BOOKLETS AND CARDS to provide Gatekeeper training to any group.

Section 3: QPR PROGRAM Materials

3.1 Licensee shall not copy, in whole or in part, any QPR INSTRUCTOR'S MANUAL without QPRI's prior written consent, except as specified otherwise in the QPR MANUAL itself, as certain print materials contained therein are not copyright protected. Additional copies of the QPR CARD AND BOOKLET, or a permit to print same, may be obtained by Licensee from QPRI during the term of this Agreement at QPRI's then-prevailing published list price.

3.2 The QPR INSTRUCTOR'S MANUAL and QPR CARDS AND BOOKLETS are copyrighted and owned by Paul Quinnett and QPRI, and are made available to Licensee under license from QPRI. THIS MEANS THAT LICENSEE IS NOT AUTHORIZED TO SELL OR LEASE ANY OF THESE MATERIALS OR ANY PORTION THEREOF TO INDIVIDUALS OR COMPANIES. LICENSEE'S RIGHT TO THESE MATERIALS IS LIMITED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND VIOLATION OF THESE TERMS AND CONDITIONS WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND/OR A VIOLATION OF FEDERAL COPYRIGHT LAWS.

3.3 Licensee covenants and agrees that any and all enhancements to the QPR INSTRUCTOR'S MANUAL, and/or QPR CARDS AND BOOKLETS which Licensee conceives or works upon during the term of this Agreement shall be promptly disclosed to QPRI. Licensee also agrees to forward for review and approval, any additional slides added to the core 21 slide QPR training program except those already approved and provided on the QPR Institute web site, or that have to do with local referral or emergency response information. Unless otherwise expressly agreed between the parties, any and all such enhancements shall be considered as a part of the QPR PROGRAM and will, in all respects be subject to the terms and conditions of this Agreement. Licensee shall not be prohibited from making independent use of original or third-party illustrations, stories or examples which might be used by certified instructors to supplement the materials in conjunction with presenting the QPR PROGRAM and any such illustrations, stories and examples shall not themselves be considered as "enhancements" under this paragraph 3.3.

Section 4: Training and Assistance Provided by QPRI

4.1 In addition to the QPR INSTRUCTOR'S MANUAL, the QPR Institute agrees to provide, at Licensee's request, other reasonably necessary assistance to Licensee in the use of the QPR PROGRAM.

Section 5: Licensee's Use of the QPR, CPR FOR SUICIDE PREVENTION PROGRAM

5.1 In providing Gatekeeper training using the QPR PROGRAM, Licensee agrees to present and offer the QPR PROGRAM in its entirety and as instructed during the one-day QPR certification course.

5.2 In providing Gatekeeper training, the Licensee agrees to furnish each Gatekeeper with his or her own QPR CARD AND BOOKLET to use, write in, keep, and refer to, both during and following the training. Licensee shall not require nor encourage, either directly or indirectly, two or more Gatekeepers to share a single QPR CARD AND BOOKLET except when training families.

5.3 The restrictions contained in this Section 5 are intended to preserve Paul Quinnett and QPRI's good will and reputation by maintaining the integrity of the QPR PROGRAM and assuring that the QPR PROGRAM is used only with its intended audiences for its intended purpose. Licensee hereby acknowledges QPRI's legitimate interest in maintaining the integrity of the QPR PROGRAM and in regulating the method in which it is presented, and Licensee hereby agrees that the restrictions set forth in this Section 5 are reasonable in light of QPRI's aforementioned legitimate interest.

Section 6: Payment by Licensee

6.1 Execution of this Agreement assumes payment has been made by Licensee or third party for the 3 year certification or 3 year re-certification.

Section 7: Maintenance and Infringement of Copyrights

7.1 Licensee will not at any time do or cause to be done any act or thing contesting or in any way impairing or intending to impair the copyrights in any materials provided by QPRI to Licensee under this Agreement. Licensee shall not in any manner represent that it has ownership of the copyrights in any such materials.

7.2 During the term of this Agreement, as defined in section 10, and within thirty (30) days of discovery, Licensee agrees to promptly report to QPRI all facts relating to any infringement to copyrights in any materials provided by QPRI to Licensee under this Agreement. The QPRI agrees to prosecute all who infringe upon such copyrights to the best of its ability and at its own expense when, in QPRI's judgment, prosecution is justified. Licensee agrees to cooperate fully with QPRI in the prosecution of any such infringements.

Section 8: Indemnification

8.1 In the event that the QPR PROGRAM and/or any of the materials provided by QPRI to Licensee under this Agreement infringe upon any copyright or other proprietary right of any third party, QPRI agrees to indemnify Licensee against any and all costs, damages and/or attorney's fees that may be incurred by and/or awarded against Licensee as a result of such infringement, provided that:

(a) QPRI shall promptly be notified in writing by Licensee of any claim of infringement; and

(b) QPRI shall have sole control over the defense and disposition of such claim, including settlements or compromise, if any.

8.2 Notwithstanding the provisions of paragraph 8.1 above, QPRI shall have no liability to Licensee with respect to any claim of infringement that is based upon any unauthorized use, distribution or modification by Licensee of the QPR PROGRAM or of the materials provided by QPRI to Licensee under this agreement.

Section 9: Term and Termination

9.1 This Agreement shall become effective as of the date of certification or recertification and remain in effect for three years following that date as provided under the terms and conditions of this Agreement.

9.2 This Agreement shall automatically terminate if Licensee fails to comply with any of the material terms or conditions of this Agreement.

9.3 At the end of this agreement, Licensee agrees to either renew certification as a QPR Instructor, or terminate the agreement and desist from teaching the QPR PROGRAM.

Section 10: Notices

10.1 All notices under this Agreement shall be deemed to have been duly given upon mailing, if mailed by registered or certified mail, postage prepaid. The addresses of the parties for purpose of notice, unless subsequently changed by written notice to the other, are as follows:

In the case of QPRI: The QPR Institute, P.O. Box 2867, Spokane, Washington, 99220.

In the case of Licensee:

Section 11: Relationship of the Parties

11.1 It is understood and agreed that QPRI and Licensee are independent entities engaged in independent business and, except as provided herein, each shall bear all the costs and expenses incurred in the performance of their respective duties under this Agreement. Neither QPRI nor Licensee, nor any respective agent or employee of either, shall be regarded as an agent or employee of the other, and nothing herein shall be construed as reserving to any party the right to control the other, except as specifically provided herein. Neither party to this Agreement shall have the right or authority to make any promise, guarantee, warranty, or representation or to assume, create, or incur any liability or other obligation of any kind, express or implied, against or in the name of or on the behalf of the other.

Section 12: Miscellaneous Provisions

12.1 Titles which precede paragraphs or subsections of this Agreement are for convenience only and shall in no way affect the manner in which any provision is herein construed.

12.2 The invalidity of or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision shall be enforced to the maximum extent permitted by applicable law.

12.3 This Agreement is a binding agreement, and Licensee should contact QPRI for and explanation or seek competent legal advice if this Agreement is not understood. By making payment for training received through the QPR PROGRAM, Licensee acknowledges that it has read this Agreement and agrees to be bound by its terms and conditions.

12.4 This Agreement is the complete and exclusive statement of the agreement between Licensee and QPRI, and this Agreement supersedes all proposals or prior agreements and understandings, whether oral or written, and all other communications relating to the subject matter of this Agreement.

12.5 This Agreement may only be amended, or any provision herein waived, by written instrument executed by each party hereto. No waiver of any provision hereof shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein.

12.6 In the event either party institutes an action before any court of law to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to recover its costs and expenses incurred in connection with such action, including reasonable attorney's fees, in addition to any other or further relief awarded by the court.

12.7 This Agreement and its validity and interpretation shall be governed by and construed in accordance with the laws of the State of Washington notwithstanding any choice of law rules of Washington or any other state or jurisdiction.

IN WITNESS WHEREOF, the parties have signed and entered into the Agreement as of the date first mentioned above.

The QPR Institute

By: ____

Title: Director

LICENSEE

By: ____

Title: ____

PQ/DZ

Committee: Finance & Human Resources

Item Number:

Introduced By: Julie Foley

Date Introduced: 11/1/2023

RELATING TO: Discussion and decision to approve agreement between the City of Greenfield Health Department and Hayat Pharmacy 6, LLC, pertaining to the location of a harm reduction vending machine

SUMMARY:

Currently the Police Department has housed a harm reduction vending machine (HRVM) during 2023. The HRVM was purchased with grant dollars and the machine is owned by the City. The location of the vending machine within the PD was not a permanent location. After researching alternative locations within the community, Hayat Pharmacy located on 27th Street in Greenfield, has agreed to house the machine. The HRVM is an indoors only machine. The machine will be located within the pharmacy and be accessible during pharmacy hours. Hayat agrees to host the HRVM free of charge to the City and the City will restock the machine when supply reaches approximately 20%. The City is responsible for any repair/maintenance of the HRVM. This is a one year agreement and either party can cancel with a 60 day notice.

The HRVM will be placed at Hayat after this agreement is executed.

Recommend approval.

HRVM LOCATION AGREEMENT

This Agreement, effective as of the date last executed by either party below, made and entered into by and between __Hayat Pharmacy_6________, LLC ("Hayat"), and the CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN ("City").

RECITALS

1. City is the owner of a harm reduction vending machine ("HRVM"), which dispenses Narcan, fentanyl test strips, and other related items free of charge to those in need.

2. The HRVM is currently located inside of the City's police department building, but the City has determined that the HRVM would be better placed at a different location.

3. Hayat, which operates a public pharmacy located at 4931 S. 27th Street in Greenfield ("Pharmacy Location"), has indicated that it would be willing to host the HRVM at the Pharmacy Location.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which each party acknowledges, the parties hereby agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. HRVM Relocation. The City agrees to, at its sole cost and expense, arrange for the location and setup of the HRVM at the Pharmacy Location. The HRVM shall be placed at the specific spot at the Pharmacy Location that is determined by Hayat, but the exact HRVM location shall be one that is directly accessible to the public during all hours that the Pharmacy Location is open for business. The specific HRVM location shall also be inside of the Pharmacy Location building, as the HRVM is not rated for exterior placement, and shall also be located near enough to an electrical outlet that the HRVM can be plugged in without the use of any extension cords.

3. HRVM Hosting. Hayat agrees to host the HRVM free of charge to the City. Hayat shall place and maintain the HRVM at a specific location within the Pharmacy Location satisfying the requirements of par. 2. Hayat shall allow the HRVM to be accessible directly to the public during all hours that the Pharmacy Location is open. Hayat shall not be required nor allowed to make any efforts to identify or document any personally identifiable information as to those individuals who make use the HRVM. Hayat shall provide electricity for the HRVM at Hayat's cost.

4. HRVM Maintenance. Hayat shall periodically, and no less than once per week, inspect the HRVM to ensure that it appears to be functional and to check on the level of the HRVM's inventory. If the HRVM appears to be damaged or malfunctioning, or if the inventory level of any items dispensed by the HRVM is lower than 20% of the maximum inventory level for such item, Hayat shall notify the City. The City shall be responsible, at City's sole cost and expense, to maintain and/or repair the HRVM as necessary, and also to acquire and restock any/all HRVM inventory as needed.

5. Indemnification. Each party agrees to fully indemnify and hold harmless the other party, including such party's owners, officials, employees, and/or agents, from and against any liability or damages of any kind relating to the HRVM or to this Agreement and arising out of or resulting from any alleged act or omission of the indemnifying party or its owners, officials, employees or agents. Nothing herein shall be deemed to be a waiver of any defenses or immunities otherwise available to either party. The parties further agree that neither is an agent of the other for purposes of this indemnification.

6. Term. Unless terminated as set forth herein, this Agreement shall continue for a term of one year from the effective date, and shall automatically renew for additional one-year terms thereafter. This Agreement may be terminated by either party at will, by written notice given to the other party. Termination shall be effective 60 days after the date of the termination notice, or upon removal of the HRVM from the Pharmacy Location, whichever occurs earlier. During the 60 days following notice of termination, Hayat and the City shall cooperate as to the removal, at the City's cost, of the HRVM from the Pharmacy Location.

Hayat Pharmacy 6, **LLC**	**CITY OF GREENFIELD**
By: Hashim Zaibak	By:____________________
10/23/2023 (date)	Michael Neitzke, Mayor (date)
Attest: ____________________	Attest:____________________
________________ (date)	Jennifer Goergen, Clerk (date)

Committee: Finance   Item Number:

Introduced By: Paula Schafer

Date Introduced: November 1, 2023

RELATING TO:

Discussion and decision to update the City's Investment Policy.

SUMMARY:

The city's investment policy was last updated June18, 2014. The policy is being reviewed because it has been several years since the last review/update. Ehlers Investment Partners has also reviewed the policy for the city. They did not have any recommend changes.

The only changes are adding Tim Sowinski and changing Wendy Ruffert's title under the list of authorized personnel and updating the list of Authorized Public Depositories, Financial Institutions and Broker/Dealer/Investment Advisors. (Removing banks that no longer exist).

Recommend accepting the updated policy.

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

MOTION ___ OTHER _X__

RESOLUTION NO. ____

RESOLUTION REGARDING CITY OF GREENFIELD INVESTMENT POLICY AND DESIGNATION OF PUBIC DEPOSITORIES

Statement of Intent

Whereas, it is the policy of the City of Greenfield to invest public funds in a legal and safe manner which will provide the highest investment return with regard for the maximum security while meeting the daily cash flow requirements of the City and conforming to applicable state and local statutes governing the investment of public funds. This resolution is to repeal Resolution Number 3480 adopted by the Common Council on June18, 2014 and any other resolutions that may exist.

Specifically, this investment policy is intended to designate public depositories for City funds and establish a policy for investing. In addition, the policy will also outline the types of permissible City investments.

SCOPE

This policy applies to all funds under the authority of the City of Greenfield, Wisconsin (the "City") not immediately needed to meet operating expenses of the City. Specific funds covered under this policy include General, Special Revenue, Debt Service, Capital Projects, Sewer, Enterprise, Trust and Agency, and any newly created fund(s) unless specifically exempted. Financial assets of funds not under the authority of the City are administered in accordance with a separate policy.

I. GENERAL OBJECTIVES

1. SAFETY

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in individual investments and the overall portfolio. The objective will be to mitigate credit risk, interest rate risk and custodial risk.

a. Credit Risk

The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities permitted under Wisconsin Statutes Chapter 66.0603.
- The Common Council may by resolution approve the public depositories that are deemed appropriate for use under Wisconsin and Federal law.

- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest Rate Risk
The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:
- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- The maximum maturity of any individual security shall not exceed 5 years and the average weighted maturity of the investment portfolio shall not exceed 3 years.

c. Custodial Risk
The City will minimize custodial risk, which is the risk that in the event of a financial institution failure, the City's deposits may not be returned to it, by:
- Maintaining a list of public depositories, financial institutions, custodians, broker/dealers and investment advisors authorized to provide deposit and investment services.
- All public depositories, financial institutions, custodians, broker/dealers and investment advisors authorized to provide deposit and investment services, at our request, must supply as appropriate audited financial statements.

2. LIQUIDITY
The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Investment portfolios will be structured so that securities mature concurrent with cash needs to meet anticipated demands. Alternatively, a portion of any portfolio may be placed in money market mutual funds or local government investment pools authorized and permissible under Wisconsin statutes which offer same-day liquidity for short term funds.

3. YIELD
Investment portfolios shall be designed with the objective of attempting to attain a market rate of return throughout budgetary and economic cycles, taking into account investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Securities shall generally be held until maturity with the following exceptions;
- A security with declining credit quality may be sold prior to maturity to minimize loss of principal.
- Liquidity needs of the City require a security or securities are sold prior to maturity.
- A security swap would improve the safety and yield of the overall portfolio.

With the exception of cash accounts, all investments will be selected on the basis of competitive quotations; at least two qualified institutions will be contacted each time an investment is placed.

II. STANDARDS OF CARE

1. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard, which states "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as will as the probable income to be derived" and shall be applied in the context of managing an overall portfolio.

Investment officers acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. Notwithstanding any other provision of law, the Finance Director (or other City employee in the absence of the Finance Director) who deposits public money in any authorized public depository, in compliance with Wisconsin statues sec. 34.05 is, under the provisions of Wisconsin statues sec. 34.06, relieved of any liability for any loss of public monies which results from the failure of any public depository to repay the public depositor the full amount of its deposits, thus causing a loss as defined in Wisconsin Statutes sec. 34.01(2).

2. Ethics and Conflicts of Interest

City officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Officers and employees shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

3. Delegation of Authority

Management and administrative responsibility for the investment program of the City is entrusted to the Finance Director under the directions of the Common Council. Individuals authorized to engage in investment transactions on behalf of the City are the Finance Director, the Mayor or those individuals designated by the Finance Director, Mayor or Common Council.

4. Authorized and Suitable Investments

Authorized investments include any investment stipulated in Wisconsin statue 66.0603 (1m).

a) In accordance with Wisconsin statues 34.01 (5) and 34.09 all Wisconsin banks, state or federal chartered, financial institutions which are members of the Federal Deposit Insurance Corporation (FDIC), as well as the Wisconsin local government pooled- investment fund, are authorized depositories

III. INTERNAL CONTROLS

The Finance Director shall establish a system of internal controls designed to prevent losses of City funds arising from fraud, misrepresentation by third parties, unanticipated changes in financial markets, employee error or imprudent actions by employees.

Internal controls shall address:

- Separation of transaction authority from accounting and record keeping.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Dual authorizations of wire transfers.
- Development of a wire transfer agreement with the lead bank and third-party custodian.
- Investment and interest earnings will be recorded in the City's accounting records based on generally accepted government accounting procedures.
- A monthly summary of all investment transactions will be prepared by the Finance Director for review by the Common Council.

IV. COLLATERALIZATION

Certificates of Deposit that exceed FDIC insurance limits and/or coverage limits specified in Wisconsin statutes 34.08(1)(2) shall require collateral valued at 102% of the principal and accrued interest. Conditions of the collateral arrangement will be detailed in a "Security Agreement" between the depository financial institution and the City. Collateral pledged to the City for this purpose will be held by a third-party custodian, in the City's name, and evidenced by a "Tri-Party" agreement between the depository financial institution, the City and the custodian. Evidence of ownership must be detailed in a safekeeping receipt supplied to the Finance Director. Collateral substitution(s) must be authorized by the City.

The City may also request collateral, under the same conditions as stated above, for any deposits at any financial institution that exceed FDIC insurance limits.

V. INVESTMENT PARAMETERS

Diversification

Investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer, industry or business sector, excluding U.S. Treasury obligations.
- Investing in securities with varying maturities.
- Continuously investing a portion of the investment portfolio in readily available funds such as local government investment pools, money market accounts or money market mutual funds permissible under state statute.

VI. REPORTING

The Finance Director shall present a monthly report on the investment program and investment activity to the Common Council. The report shall include a management summary displaying the status of the investment portfolio and transactions made over the previous month. The management summary shall be prepared in a manner that will allow the Common Council to determine if investment activities during the reporting period conform to this Investment Policy.

VII. POOLING OF CASH

Except where otherwise provided by the Common Council, the Finance Director is authorized to pool the cash of the funds identified in this policy to maximize investment earnings where it is advantageous and prudent to do so. Investment income will be allocated to the various funds based on the pro rata portion of each fund.

VIII. ADOPTION AND APPROVAL

By resolution, the Investment Policy shall be formally approved and adopted by the Common Council and reviewed as needed but at least every three years.

IX. LIST OF ATTACHMENTS

The following documents, as applicable, are attached to this policy;

- Glossary
- List of authorized personnel
- Relevant Wisconsin statutes and local ordinances
- List of authorized public depositories, financial institutions, broker/dealers and investment advisors

ADOPTED______________, 2023 APPROVED___November 7________, 2023

_________________________________ _________________________________
Jennifer Goergen, City Clerk Michael J. Neitzke, Mayor

GLOSSARY

Agencies: The debt securities of federal agencies which are owned entirely by the U.S. Government and have been authorized by the Treasury to issue this debt. Some carry a direct guarantee of the U.S. Government, while others carry an implied guarantee.

Bid: The price offered by a buyer of securities. When you are selling securities, you ask for a bid. (See offer.)

Broker: A broker brings buyer and sellers together for a commission.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for their own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery Versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits currently up to $100,000 per deposit.

Federal Reserve System (Fed): The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: A written contract covering all future transactions between the parties to repurchase, which establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances etc.) are issued and traded.

Offer: The price asked by a seller of securities. When you are buying securities, you ask for an offer. (See bid.)

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

Prudent Person Rule: This standard states that investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Rate of Return: The yield obtainable on a security based on its purchase price.

Repurchase Agreement: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate for this. Exception: When the Fed is said to be doing repurchase agreements, it is lending money, that is, increasing bank reserves.

Safekeeping: A service to customer rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC): An agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Bills carry a maturity of up to one year.

Treasury Bond: Long-term U.S. Treasury securities having initial maturities of more than 10 years.

Treasury Notes: An interest bearing security issued by the U.S. Treasury to finance the national debt. Maturities can range from two to ten years.

Yield: The rate of annual income return on an investment expressed as a percentage.

List of Authorized Personnel

Mayor – Mike Neitzke

Finance Director/Treasurer – Paula Schafer

Assistant Finance Director – Tim Sowinski

Deputy Treasurer – Wendy Ruffert

Wisconsin State Statutes

Chapter 34.01(5)	Definitions - Public Depository
34.05	Designation of Public Depositories
34.06	Liability of Treasurers
34.09	Financial Institutions Eligible as Public Depositories
62.12(7)	City Depositories
66.0603(1M)	Investments

Authorized Public Depositories, Financial Institutions and Broker/Dealer/Investment Advisors

The following institutions, or successor entities, are designated as public depositories for the funds of the City of Greenfield as stated in 93-94 Wis. Stats 34.01(5) and 34.05(1).

- Associated Bank
- BMO Bank
- Chase Bank
- Ehlers Investment Partners
- Equitable Bank, SSB
- Great Midwest Bank
- Huntington Bank
- Johnson Bank
- MBIA (Muni Bond Investments Assurance Wisconsin Class)
- North Shore Bank
- Old National Bank
- Park Bank
- PNC Bank
- Pyramax Bank
- State of Wisconsin Local Government Investment Pool (LGIP)
- Tri-City National Bank
- US Bank
- US Bank Investment Services
- Waterstone Bank
- Wells Fargo Bank
- Westbury Bank
- Wisconsin Bank & Trust

Committee: FIHR Item Number:

Introduced By: P. Schafer

Date Introduced: November 1, 2023

RELATING TO: Discussion and decision to approve audit service fees, either a 3 year or 5 year commitment, with Baker Tilly US, LLP for the basic financial statements of the City of Greenfield.

SUMMARY: The City is required to have an annual audit of its financial statements. The current annual audit engagement with Baker Tilly US, LLP expired with the 2022 financial statements. BT has proposed a three or five year option. The percent of change under the 3 year commitment is approximately a 5% increase each year. Under the 5 year commitment it is around a 5% increase for the first year and approximately 4% for each of the remaining 4 years. The previous contract was for 5 years and the rate for 2022 was $32,000. This fee does not include potential charges for evaluation of new GASB's in the year of implementation.

If circumstances change significantly during the course of the engagement there may be revised audit fees. We would be informed of this change prior to BT beginning the work.

Currently we only have an email from the Partner providing us the fee schedule. A complete audit engagement letter will follow providing the details of their scope of work which have not changed. The audit engagement letter would be routed for signatures when received.

Switching to a new audit firm would not be recommended due to the extra time that is required of City staff to educate a new firm about the City's processes and internal controls. In addition, there have been no adverse situations with BT, which could cause a city to seek another firm. We have maintained a good working relationship with BT over the years, and value their feedback when it comes to implementing new accounting standards.

The schedule of basic fees is as follows:

3 year contract $33,710, $35,400 & $37,150
5 year contract $33,710, $35,050, $36,450, $37,900 & $39,450

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

MOTION ___ OTHER _X__ Engagement Letter

Paula Schafer

From: Unger, Wendi <Wendi.Unger@bakertilly.com>
Sent: Friday, October 27, 2023 2:26 PM
To: Timothy Sowinski; Paula Schafer
Cc: Unger, Wendi
Subject: Audit Fee Quote

Good afternoon,

Per you request below is 3 year quote and a 5 year quote:

3 year quote:

2023 $33,710
2024 $35,400
2025 $37,150

5 year quote:

2023 $33,710
2024 $35,050
2025 $36,450
2026 $37,900
2027 $39,450

Please let me know if you have any questions.

Thank you and have a great day,

Wendi Unger
Partner

bakertilly

Baker Tilly US, LLP
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wendi.unger@bakertilly.com | **bakertilly.com**

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PACKETS FOR WEDNESDAY, 10 / 25 / 2023 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	10/13/2023	$	270,390.64
AP CHECK	10/20/2023	$	1,236,806.37
WIRE TRANSFERS - SEPT 2023		$	579,697.75
		TOTAL $	2,086,894.76

CC: PAULA

CC: FINANCE FOLDER

PACKETS FOR WEDNESDAY, 11 / 01 / 2023 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	10/27/2023	$	1,043,802.41
WIRE TRANSFERS - OCT 2023		$	756,586.88
		TOTAL $	1,800,389.29

CC: PAULA

CC: FINANCE FOLDER

SEPTEMBER 2023
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	$735,955.49	12/31/2001	variable		$30.25	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	$6,592,893.18	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	$145,442.11					
Ehlers Investment Partners X- GRD 2021B	$515,200.74	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	$2,962,507.67					
Ehlers Investment Partnes X - 2022A X-3025	$1,484,144.47					
Associated Bank Investments	$6,342,126.38	3/15/2022	variable			
Totals	$18,778,270.04				$30.25	

LOCAL GOVERNMENT INVESTMENT POOL

September 2023 Statement

August Ending Balance		$	33,465,593.81
1 Deposit (s) in September			9,906.82
4 Withdrawal(s) in September			3,750,000.00
September Interest Earnings @ 5.35%			143,622.46
	TOTAL	$	29,869,123.09

BUDGET REPORT FOR GREENFIELD
Fund: 010 GENERAL

Calculations as of 09/30/2023

ACCOUNT CLASSIFICA AND FUNCTION	DESCRIPTION	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 09/30/23	BALANCE REMAINING
ESTIMATED REVENUES					
TAXES	TAXES	19,668,963	20,139,625	20,074,891	64,734.00
INTGOV	INTERGOVERNMENTAL	4,201,440	4,180,894	2,897,503	1,283,391.00
L&P	LICENSES AND PERMITS	1,298,719	1,219,300	899,692	319,608.00
FINES	FINES-FORFEITS-PENALTIES	690,209	803,000	597,057	205,943.00
CHRG	PUBLIC CHARGE FOR SERVICE	2,120,576	1,960,500	1,667,848	292,652.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,365,014	1,353,727	773,745	579,982.00
MISC REV	MISCELLANEOUS REVENUE	370,911	382,969	428,272	(45,303.00)
OTH FIN	OTHER FINANCING SOURCES	73,705	748,276		748,276.00
TOTAL ESTIMATED REVENUES		29,789,537	30,788,291	27,339,008	3,449,283.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	3,831,659	4,051,447	3,096,134	955,313.00
PS	PUBLIC SAFETY	19,126,618	20,227,742	14,296,011	5,931,731.00
PW	PUBLIC WORKS	3,874,226	3,981,096	3,423,703	557,393.00
HHS	HEALTH AND HUMAN SERVICES	911,629	976,750	438,329	538,421.00
CRE	CULTURE, REC AND EDUCATION	1,139,612	1,293,176	878,347	414,829.00
PD	PLANNING AND DEVELOPMENT	200,050	243,080	135,440	107,640.00
OTHER	OTHER FINANCING SOURCES(USES)	360,558	15,000	84,118	(69,118.00)
TOTAL APPROPRIATIONS		29,444,352	30,788,291	22,352,082	8,436,209.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		345,185		4,986,926	4,986,926.00
BEGINNING FUND BALANCE		9,115,224	9,460,411	9,460,411	
ENDING FUND BALANCE		9,460,409	9,460,411	14,447,337	