COMMON COUNCIL MEETING AGENDA

Tuesday, January 16, 2024 - 7:00 PM

A. Call to Order & Roll Call

B. Opening Prayer

C. Pledge of Allegiance

D. Approval of the January 2, 2024 Common Council minutes

E. Mayor's Report

1. Initial Resolution Authorizing General Obligation Bonds In An Amount Not To Exceed $3,300,000
2. Initial Resolution Authorizing General Obligation Bonds In An Amount Not To Exceed $350,000
3. Initial Resolution Authorizing General Obligation Bonds In An Amount Not To Exceed $900,000

F. Aldermanic Reports

G. Announcements

H. Citizen Commentary

I. Public Hearings

1. Public Hearing on a Special Use Permit for Black Belt Leadership Academy, a proposed sports and recreation instruction, to be located at 4440 S. 108 St., submitted by Corwin Holzman, d/b/a Black Belt Leadership Academy. (Tax Key No. 608-9991-001) (PC-12/12/23 Kastner)
   a. Approve a Resolution for a Special Use Permit for Black Belt Leadership Academy, a proposed sports and recreation instruction, to be located at 4440 S. 108 St., submitted by Corwin Holzman, d/b/a Black Belt Leadership Academy. (Tax Key No. 608-9991-001) (PC-12/12/23 Kastner)
   b. Approve a Site Plan Review for Black Belt Leadership Academy, a proposed sports and recreation instruction, to be located at 4440 S. 108 St., submitted by Corwin Holzman, d/b/a Black Belt Leadership Academy. (Tax Key No. 608-9991-001) (12/12/23 Kastner)
2. Public Hearing on an Ordinance to amend Section 21.04.0603 of the Municipal Code pertaining to Beer, Wine, and Liquor Stores and Retailers. (PC-12/12/23 Kastner)
   a. Approve an Ordinance to amend Section 21.04.0603 of the Municipal Code pertaining to Beer, Wine, and Liquor Stores and Retailers. (PC-12/12/23 Kastner)
3. Public Hearing on an Ordinance to amend Section 21.04.0603 of the Municipal Code pertaining to Other Activities Related to Credit Intermediation. (PC-1/9/24 Kastner)
   a. Approve an Ordinance to amend Section 21.04.0603 of the Municipal Code pertaining to Other Activities Related to Credit Intermediation. (PC-1/9/24 Kastner)
4. Public Hearing on an Ordinance to amend Section 21.04.0703 of the Municipal Code pertaining to detailed standards for special uses in nonresidential districts. (PC-1/9/24) Kastner)
   a. Approve an Ordinance to amend Section 21.04.0703 of the Municipal Code pertaining to detailed standards for special uses in nonresidential districts. (PC-1/9/24 Kastner)

J. Old Business

1. Appointments to various committees and commissions:

   a. <u>Mayor appointments, confirmed by Council</u>:

      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)

K. New Business

1. Claim received from Devoe Rentals LLC. (Goergen)
2. Claim received from Shawn Golla. (Goergen)
3. Claim received from Paul A. Perez. (Goergen)
4. Resolution appointing additional Election Inspectors or 2024-2025. (Goergen)
5. Approve applications for 2023-2024 operator licenses (Goergen)
6. Approve application for 2023-2024 Class "B" Fermented Malt Beverage Retailer's License and application for a 2023-2024 "Class C" Wine Retailer's License for Oneplus1, LLC, Par Cung, Agent, for the property at 5442 W. Forest Home Ave. (One+1 Asian Restaurant). Alcohol will be stored in the restaurant and it will be sold and served at the dining tables. The records will be stored in the office located at 5442 W. Forest Home Ave. (Goergen)
7. Approve application for a Temporary Class "B" Retailer's License received from St. John the Evangelist to sell fermented malt beverages at Lenten Fish Fry to be held indoors on February 16th, 2024 from 3:30 PM to 7:00 PM in the gym at 8500 W. Cold Spring Road. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
8. Approve application for a Temporary Class "B" Retailer's License received from St. John the Evangelist to sell fermented malt beverages at Lenten Fish Fry to be held indoors on March 8th, 2024 from 3:30 PM to 7:00 PM in the gym at 8500 W. Cold Spring Road. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
9. Approve application for a Temporary Class "B" Retailer's License received from St. John the Evangelist to sell fermented malt beverages at Lenten Fish Fry to be held indoors on March 29th, 2024 from 3:30 PM to 7:00 PM in the gym at 8500 W. Cold Spring Road. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen).
10. Discussion and decision to approve the billing services agreement between EMS Management & Consultants, Inc. and the City of Greenfield Fire Department. (D. Weber)
11. Approve an Initial Resolution for the Discontinuance of general right-of-way immediately east of 2801 W. Mallory Ave. (Porter)
12. Renewal of appointment of Mark Kivley as Board of Directors to the South 27th Street Business District Association, District 1, his three-year term to expire February 6, 2027. (Porter)
13. Renewal of appointment of Kevin Scholz as Board of Directors to the South 27th Street Business District Association, District 2, his three-year term to expire February 17, 2027. (Porter)
14. Renewal of appointment of Troy Chowanec as Board of Directors to the South 27th Street Business District Association, District 2, his three-year term to expire February 17, 2027. (Porter)

15. Approve a Special Use Review and Site Plan Review for CITGO Restaurant, a limited-service restaurant to be located at 5235 W. Loomis Rd., submitted by Amad Shazad, d/b/a Hasham Petroleum LLC. (Tax Key No. 648-0008-003) (PC-1/9/24 Kastner)
16. Approve Revised Architectural Plans for Mister Car Wash, to be located at 4763 S. 27 St., submitted by Arik Lokensgard, P.E., d/b/a Kimley-Horn. (Tax Key No. 622-9988-007) (PC-1/9/24 Kastner)
17. Discussion and decision related to grant agreement between Community Advocates and Healthiest/SAFE Greenfield (Greenfield Health Department). (Sowinski)
18. Discussion and decision to change the title of the job from Accountant to Payroll & Accounting Specialist. (Schafer)
19. Approval of schedules of disbursements in the amount of $1,049,029.60. (Schafer)
20. Approval of mileage reimbursements in the amount of $1,401.85. (Schafer)
21. Investments and reinvestments for November 2023 and December 2023. (Schafer)
22. Accept November 2023 financial statements. (Schafer)
23. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(g), for the purpose of conferring with legal counsel for the City who is rendering oral or written advice concerning strategy to be adopted by the City with respect to litigation in which it is involved.
    a. Discuss a settlement proposal regarding the property tax litigation for the 2022 tax year in the case of Altera Greenfield LLC, 4131 W. Loomis Rd. v. City of Greenfield filed in Milwaukee County Circuit Court, Case No. 23-CV-3005.
24. Adjourn closed session and reconvene into open session.
25. Decision regarding settlement proposal regarding the property tax litigation for the 2022 tax year in the case of Altera Greenfield, LLC, 4131 W. Loomis Road v. City of Greenfield filed in Milwaukee County Circuit Case No. 23-CV-3005.

L. Items for future agenda

M. 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.

RESOLUTION NO. ____

INITIAL RESOLUTION AUTHORIZING
GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED
$3,300,000

BE IT RESOLVED by the Common Council of the City of Greenfield, Milwaukee County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds in an amount not to exceed $3,300,000 for the purpose of paying the costs of street and sidewalk improvements and bond issuance costs.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to publish a Notice to Electors in South NOW, within fifteen (15) days of the adoption and recording of the foregoing resolution.

BE IT FURTHER RESOLVED that the Finance Director (in consultation with the City's financial advisor, Ehlers & Associates, Inc.) shall prepare or cause to be prepared an Official Notice of Sale and an Official Statement and take other actions necessary for the sale of the Bonds on February 6, 2024.

Adopted this 16th day of January, 2024.

____
Michael J. Neitzke,
Mayor

ATTEST:

____
Jennifer Goergen,
City Clerk

(SEAL)

RESOLUTION NO. ____

INITIAL RESOLUTION AUTHORIZING
GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED
$350,000

BE IT RESOLVED by the Common Council of the City of Greenfield, Milwaukee County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds in an amount not to exceed $350,000 for the purpose of paying the costs of park and public grounds improvements and bond issuance costs.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to publish a Notice to Electors in South NOW, within fifteen (15) days of the adoption and recording of the foregoing resolution.

BE IT FURTHER RESOLVED that the Finance Director (in consultation with the City's financial advisor, Ehlers & Associates, Inc.) shall prepare or cause to be prepared an Official Notice of Sale and an Official Statement and take other actions necessary for the sale of the Bonds on February 6, 2024.

Adopted this 16th day of January, 2024.

____
Michael J. Neitzke,
Mayor

ATTEST:

____
Jennifer Goergen,
City Clerk

(SEAL)

RESOLUTION NO. ____

INITIAL RESOLUTION AUTHORIZING
GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED
$900,000

BE IT RESOLVED by the Common Council of the City of Greenfield, Milwaukee County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds in an amount not to exceed $900,000 for the purpose of paying the costs of acquisition of a new fire engine and bond issuance costs.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to publish a Notice to Electors in South NOW, within fifteen (15) days of the adoption and recording of the foregoing resolution.

BE IT FURTHER RESOLVED that the Finance Director (in consultation with the City's financial advisor, Ehlers & Associates, Inc.) shall prepare or cause to be prepared an Official Notice of Sale and an Official Statement and take other actions necessary for the sale of the Bonds on February 6, 2024.

Adopted this 16th day of January, 2024.

____
Michael J. Neitzke,
Mayor

ATTEST:

____
Jennifer Goergen,
City Clerk

(SEAL)

RESOLUTION NO. ______

Special Use Permit for Black Belt Leadership Academy, a proposed sports and recreation instruction, to be located at 4440 S. 108 St., submitted by Corwin Holzman, d/b/a Black Belt Leadership Academy. (Tax Key No. 608-9991-001)

WHEREAS, Corwin Holzman, d/b/a Black Belt Leadership Academy, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish Black Belt Leadership Academy, a proposed sports and recreation instruction, to be located at 4440 S. 108 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on January 16, 2024, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant, Corwin Holzman, d/b/a Black Belt Leadership Academy, resides at 1551 N. 57 St. Milwaukee, WI 53222.

2. The applicant will lease a portion of the multi-tenant commercial building owned by Franz Klagmann, W145 N5087 Stone Dr., Menomonee Falls, WI 53051.

3. Black Belt Leadership Academy will occupy approximately 2,600 sq. ft. of the multi-tenant commercial building located at 4440 S. 108 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 3639, being a part of the Southwest ¼ Section 20, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 608-9991-001

Said land being located at 4420-4440 S. 108 St.

4. The applicant is proposing to establish sports and recreation instruction within the existing multi-tenant commercial building.

5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits sports and recreation instruction as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the S. 108 St. commercial corridor. Properties to the south and west are developed as commercial. Properties to the north and east are developed as park and recreation.

7. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Corwin Holzman, d/b/a Black Belt Leadership Academy to establish sports and recreation instruction, as a martial arts academy that teaches classes to children and adults, to be located at 4440 S. 108 St., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code, so as to permit the issuance of a special use permit as therein provided.

BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on December 12, 2023 and by the Common Council on January 16, 2024. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.

2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.

3. Hours of Operation. The allowable hours of operation for Black Belt Leadership Academy will be 9:00am – 9:00pm Monday – Friday, and 9:00am – 2:00pm Saturdays.

4. Off-Street Parking. A total of 16 off-street parking stalls are required for Black Belt Leadership Academy. The entire multi-tenant commercial building requires a total of 60 off-street parking spaces. The property will provide 60 off-street parking stalls.

5. Signage. Signage shall be in compliance with the City’s Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.

6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields must be utilized to minimize light splay. Rope/LED trim lighting is not permitted.

9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.

10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from by a four-sided board-on-board refuse enclosure provided on site.

11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.

12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.

13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.

16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a $350.00 special use permit review/amendment fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code.

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Common Council. Upon a finding by the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the hearing recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

19. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of Greenfield, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

20. Acknowledgement. That the applicants sign an acknowledgment that he/she/they has/have received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

____
Corwin Holzman, d/b/a Black Belt Leadership Academy

____
Franz Klagmann, owner

Provided to applicant on the
______day of ____________, 2024

____
Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____ day of ________________, 2024.

APPROVED:

____
Michael J. Neitzke, Mayor

ATTEST:

____
Jennifer Goergen, City Clerk

S:\Planning\Plan Commission\2023\12-12-23\Black Belt Leadership Academy - Greenfield SUP\Resolution - Black Belt Leadership Academy SUP 1-16-24.docx

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: January 16, 2024

RELATING TO:

Ordinance to amend Section 21.04.0603 of the Municipal Code pertaining to Beer, Wine, and Liquor Stores and Retailers.

SUMMARY:

The City's Zoning Code allows Beer, Wine and Liquor Stores as Special Uses in the C-1 through C-5 Commercial Districts, and in all PUD Districts. This is identified as NAICS Code Number 445310 in Section 21.04.0603 in the Zoning Code. On December 12, 2023 the Plan Commission recommended approval and on December 13, 2023 the Legislative Committee recommended approval a draft ordinance amendment, removing this particular use from all zoning districts, **simply not allowing new liquor stores in the City anymore (NEW businesses—existing businesses become existing non-conforming uses)**.

The NAICS system occasionally updates and modifies their 6-digit codes. The Beer, Wine and Liquor Store category has been modified and the NAICS codes have changed since its last update in 2017. Code 445310 "Beer, Wine and Liquor Stores" (listed in the current Zoning Code) has now been updated to 445320 and is called "Beer, Wine and Liquor Retailers."

The draft ordinance repeals the old/obsolete NAICS numbers of 445310, and replaces it with the new NAICS number of 445320, but identifies 445320 as a non-allowable use in the future.

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

MOTION ___ **OTHER** __X_ Draft Ordinance

S:\Planning\Ordinances\Memo\Memo - NAICS chart - liquor stores 1-16-24.docx

ORDINANCE NO. ________________

Ordinance to amend Section 21.04.0603 of the Municipal Code pertaining to
Beer, Wine, and Liquor Stores and Retailers.

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

PART I. Subsection 21.04.0603 of the Greenfield Municipal Code is hereby amended by repealing the following NAICS Code, with all non-listed NAICS codes, remaining unaltered:

* * *

Table 21.04.0603
PERMITTED AND SPECIAL USES IN THE
NONRESIDENTIAL ZONING DISTRICTS

		Zoning District Classification											HPO	AO	FW	FF	GFP	SW
NAICS12	INDEX ITEM DESCRIPTION	C-1	C-2	C-3	C-4	C-5	O	BP	M-1	I	PR	PUD	{a}	{b}	{c}	{c}	{c}	{d}
445310	Beer, Wine, and Liquor Stores	S	S	S	S	S						S						

* * *

PART II. Subsection 21.04.0603 of the Greenfield Municipal Code is hereby amended to read as follows, with all non-listed NAICS codes, remaining unaltered:

* * *

Table 21.04.0603
PERMITTED AND SPECIAL USES IN THE
NONRESIDENTIAL ZONING DISTRICTS

		Zoning District Classification											HPO	AO	FW	FF	GFP	SW
NAICS22	INDEX ITEM DESCRIPTION	C-1	C-2	C-3	C-4	C-5	O	BP	M-1	I	PR	PUD	{a}	{b}	{c}	{c}	{c}	{d}
445320	Beer, Wine, and Liquor Retailers																	

* * *

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

PART V. 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 ______ day of ________________, 2024.

APPROVED:

____
Michael J. Neitzke, Mayor

ATTEST:

____
Jennifer Goergen, City Clerk

S:\Planning\Ordinances\Ordinance\Ordinance - NAICS chart - beer, wine, and liquor stores amend 1-16-24.docx

CITY OF Greenfield
Pledged to Progress

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: January 16, 2024

RELATING TO:

Ordinance to amend Section 21.04.0603 of the Municipal Code pertaining to Other Activities Related to Credit Intermediation.

SUMMARY:

The Legislative Committee met on December 13, 2023, and directed staff to draft an ordinance amendment removing the Other Activities Related to Credit Intermediation NAICS Code (522390) from the City's Zoning Code. "Other Activities Related to Credit Intermediation" businesses are your typical payday/check cashing/money order issuance services. NAICS Code 522390 requires a Special Use Permit in all commercial zoning districts and the PUD District. The Legislative Committee requested to remove this Code, which would mean that no new businesses of this type, would be allowed to operate in the City. The Plan Commission, on January 9, 2024, also recommended approval of the proposed draft ordinance.

There is one such-type of payday/check cashing business in the City currently, LendNation, located in the strip mall next to At Home on S. 27 St., that will be grandfathered and can continue to operate and switch hands until there is a one (1)-year gap without them being operational.

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

MOTION ___ **OTHER** __X_ Draft Ordinance

S:\Planning\Ordinances\Memo\Memo - NAICS chart - Other Activitied Related to Credit Intermediation 1-16-24.docx

ORDINANCE NO. ________________

Ordinance to amend Section 21.04.0603 of the Municipal Code pertaining to
Other Activities Related to Credit Intermediation.

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

PART I. Subsection 21.04.0603 of the Greenfield Municipal Code is hereby amended by repealing the following NAICS Code, with all non-listed NAICS codes, remaining unaltered:

* * *

Table 21.04.0603
PERMITTED AND SPECIAL USES IN THE
NONRESIDENTIAL ZONING DISTRICTS

		Zoning District Classification											HPO	AO	FW	FF	GFP	SW
NAICS12	INDEX ITEM DESCRIPTION	C-1	C-2	C-3	C-4	C-5	O	BP	M-1	I	PR	PUD	{a}	{b}	{c}	{c}	{c}	{d}
522390	Other Activities Related to Credit Intermediation	S	S	S	S	S	S	S				S						

* * *

PART II. Subsection 21.04.0603 of the Greenfield Municipal Code is hereby amended to read as follows, with all non-listed NAICS codes, remaining unaltered:

* * *

Table 21.04.0603
PERMITTED AND SPECIAL USES IN THE
NONRESIDENTIAL ZONING DISTRICTS

		Zoning District Classification											HPO	AO	FW	FF	GFP	SW
NAICS22	INDEX ITEM DESCRIPTION	C-1	C-2	C-3	C-4	C-5	O	BP	M-1	I	PR	PUD	{a}	{b}	{c}	{c}	{c}	{d}
522390	Other Activities Related to Credit Intermediation																	

* * *

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

PART V. 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 ______
day of ________________, 2024.

APPROVED:

____
Michael J. Neitzke, Mayor

ATTEST:

____
Jennifer Goergen, City Clerk

S:\Planning\Ordinances\Ordinance\Ordinance - NAICS chart - other activities related to credit intermediation 1-16-24.docx

Committee: Common Council Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: January 16, 2024

RELATING TO:

Ordinance to amend Section 21.04.0703 of the Municipal Code pertaining to Detailed Standards for Special Uses in Nonresidential Districts.

SUMMARY:

The Legislative Committee met on December 13, 2023, and directed staff to draft an ordinance amendment, allowing ice storage boxes outside at convenience stores and gas stations. Currently, Subsection 21.04.0703 of the Municipal Code prohibits ice storage boxes to be outside. The proposed amended language is as follows:

8. *Outdoor storage and display of merchandise not permitted*. The outdoor storage or display of merchandise shall not be permitted. Prohibited display or merchandise shall include, but not be prohibited to, vending boxes and/or vending machines, firewood, window washing fluid, and salt bags. Propane tanks or other flammable materials, and ice storage boxes may be permitted outdoors, after submitting a screening plan for approval to the Community Development Division.

The Plan Commission reviewed the proposed draft ordinance at its January 9, 2024 meeting and recommended that the additional screening provision/requirement verbiage be added, as is currently drafted. The Plan Commission expressed concern that without the screening provision, ice storage boxes would be placed near business front doors or in other areas that are not aesthetically pleasing. The Community Development Division staff will create a policy handout providing guidance to business owners as to what type of screening would be recommended and acceptable.

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

MOTION ___ **OTHER** __X_ Draft Ordinance

S:\Planning\Ordinances\Memo\Memo - detailed standards for special uses in nonresidential districts (ice storage) 1-16-24.docx

ORDINANCE NO. __________

ORDINANCE TO AMEND SECTION 21.04.0703 OF THE MUNICIPAL CODE PERTAINING TO DETAILED STANDARDS FOR SPECIAL USES IN NONRESIDENTIAL DISTRICTS.

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

PART I. Subsection 21.04.0703 of the Greenfield Municipal Code is hereby amended to read as follows:

* * *

J. *Convenience stores.* Convenience stores shall meet the following requirements:

* * *

8. *Outdoor storage and display of merchandise not permitted.* The outdoor storage or display of merchandise shall not be permitted. Prohibited display or merchandise shall include, but not be prohibited to, vending boxes and/or vending machines, firewood, window washing fluid, and salt bags. Propane tanks or other flammable materials, and ice storage boxes may be permitted outdoors, after submitting a screening plan for approval to the Community Development Division.

* * *

PART II. Subsection 21.04.0703 of the Greenfield Municipal Code is hereby amended to read as follows:

* * *

L. *Gas stations (including automotive repair facilities and gas stations with automotive repair facilities).* Gas stations, gas stations with automotive repair facilities, and automotive repair facilities shall meet the following requirements:

* * *

9. *Outdoor storage and display of merchandise not permitted.* The outdoor storage or display of merchandise shall not be permitted. Prohibited display or merchandise shall include, but not be prohibited to, vending boxes and/or vending machines, firewood, window washing fluid, and salt bags. Propane tanks or other flammable materials, and ice storage boxes may be permitted outdoors, after submitting a screening plan for approval to the Community Development Division.

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 _____ day of January, 2024.

APPROVED:

____
Michael J. Neitzke, Mayor

ATTEST:

____
Jennifer Goergen, City Clerk

S:\Planning\Ordinances\Ordinance\Ordinance - detailed standards for special uses in nonresidential districts (ice storage) 1-16-24.docx

RESOLUTION NO. ____

RESOLUTION APPOINTING ADDITIONAL ELECTION INSPECTORS FOR 2024-2025

WHEREAS, Wis. Stats. 7.30(4)(a) requires the governing body to appoint election officials no later than the last regular meeting in December of each odd numbered year for the 2024-2025 election cycle; and

WHEREAS, appointments were made, but in addition to the appointments already made, the Common Council desires to add Gary Goetsch and Diane Vuovich; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Greenfield confirms the appointments of the following individuals and adds them to the list of Election Officials for the 2024-2025 election cycle:

Gary Goetsch, 4871 W. Maple Leaf Circle, Greenfield, WI 53220
Diane Vukovich, 4433 S. 72nd St., Greenfield, WI 53220

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 16th day of January, 2024.

APPROVED:

____
Michael J. Neitzke, Mayor

ATTEST:

____
Jennifer Goergen, City Clerk

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

01/12/2024

OPERATOR'S REGULAR

NAME	ADDRESS	CITY, STATE, ZIP
Bryan John Schutte	5079 W College AVE	Greendale, WI 53129
Elena Marie Lopez	2137 W Becher ST	Milwaukee, WI 53215
Gregory Joseph Browning	1029 N jackson ST 1402a	Milwaukee, WI 53202
Hayley L Kleppin	3107 W layton AVE	Greenfield, WI 53221
Jose Claudio	14925 W Dakota ST	New Berlin, WI 53151
Navjot Singh	4939 W Tumble Creek DR	Franklin, WI 53132
Ryan Christopher Duket	7365 W Warnimont AVE	Milwaukee, WI 53220

Committee: Common Council

Introduced By: Assistant Chief Dan Weber

Item Number:

Date Introduced: 1/16/2024

RELATING TO: Discussion and decision to approve the billing service agreement between EMS Management & Consultants, Inc. and the City of Greenfield Fire Department.

SUMMARY:

The City of Greenfield has been under contract with Andres Medical Billing, Ltd. for the past 4 years. During this time, Andres Medical Billing has been tasked with ambulance medical billing as well as paying for the cost of our patient care recording software through Imagetrend. The purpose of this new agreement is for two reasons.

1.) Last year, Andres Medical Billing was absorbed by EMS Management & Consultants, Inc. and this agreement would rectify the name change.
2.) As of December 11th, 2023, Milwaukee County Office of Emergency Management is now hosting and paying for the cost of the patient care reporting software for all Milwaukee County Fire Departments. The reason for this was to have all county fire departments on the same patient care form to better assist with collecting data. Since EMS Management & Consultants, Inc. no longer have to pay for our patient care recording software, their billing fee will be reduced from 6.5% to 4.5% of their net collections.

This new agreement has also been vetted through our city attorney with no major issues noted.

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 1st day of January 2024 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the CITY OF GREENFIELD FIRE DEPARTMENT (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **ENGAGEMENT.**

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

31822782v2

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

i. Determining the accuracy or truthfulness of documentation and information provided by Client;

ii. Providing services outside the EMS|MC billing system;

iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

iv. Providing any service not expressly required of EMS|MC by this Agreement.

l. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

m. EMS|MC maintains general liability $1,000,000 per occurrence / $2,000,000 aggregate; Commercial Auto w/ hired non-owned coverage $1,000,000; Workers Compensation $500,000/$500,000/$500,000; Professional Liability of $1,000,000; Employment Practices Liability $250,000; Network Security and Privacy Liability $5,000,000.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;

ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;

iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;

vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and

vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate to the best of Client's information and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 4.5% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of the initial contract term. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10^{th}) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 30^{th} day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on __________ and shall thereafter continue through __________ ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause**. Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Termination without Cause**. The Client may terminate this Agreement at any time for any reason upon 60 days written notice.

d. **Immediate Termination**. Either party may terminate this Agreement immediately as a result of the following:

i. Failure of Client to make timely payments due under this Agreement;

ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;

iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or

iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending one (1) year after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality*. The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance*. The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

c. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, EMS|MC's applicable insurance coverage limits (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

d. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim

Time Limit"): (i)two years after the effective date of termination or expiration of this Agreement; (ii) three years after the date of the underlying medical service or medical transportation service provided by Client to a patient that is the subject of a Claim; or (iii) sixty (60) days after the expiration of the time in which a payer could bring a claim for overpayment or reimbursement against Client under applicable law. Any Claim not brought within the Claim Time Limit is waived.

e. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

f. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages (the "Non-Direct Damages Waiver").

g. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

h. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

i. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. <u>Status of Parties</u>. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. <u>Assignment</u>. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. <u>Binding Effect</u>. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. <u>Notices</u>. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

The City of Greenfield Fire Department
53 Hope Street
Greenfield, MA 01301

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:	CLIENT:
EMS Management & Consultants, Inc.	City of Greenfield Fire Department
By: ____________________________	By: ____________________________
Print Name: _____________________	Print Name: _____________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of __________ 2023, by and between the City of Greenfield Fire Department hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate's own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. <u>OBLIGATIONS OF COVERED ENTITY</u>

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties**. Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival**. The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment**. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor**. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances**. The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information**. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement**. This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:	**Covered Entity:**
EMS Management & Consultants, Inc.	**City of Greenfield Fire Department**
By: ________________________________	By: ________________________________
Print: ________________________________	Print: ________________________________
Title: ________________________________	Title: ________________________________
Date: ________________________________	Date: ________________________________

RESOLUTION NO. _____

Initial Resolution for the Discontinuance of general right-of-way immediately east of 2801 W. Mallory Ave.

WHEREAS, the City owns excess general right-of-way, immediately east of 2801 W. Mallory Ave. (Tax Key No. 645-0029-000), of which is unimproved; and,

WHEREAS, the Common Council has determined that the public interest requires the discontinuation of said general right-of-way, immediately east of 2801 W. Mallory Ave., which is more specifically shown and described in the attached Exhibit A; and,

WHEREAS, the public right-of-way which is hereby to be vacated lies within one-quarter mile of a state trunk highway or connecting highway, and does not contain a railroad crossing within its boundaries; and,

WHEREAS, Sec. 66.1003 of the Wisconsin Statutes requires a public hearing on any proposed discontinuance not less than 40 days following the introduction of a discontinuance resolution.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield, that the Discontinuance Resolution attached hereto as Exhibit B is hereby introduced as that term is used in Wis. Stat. § 66.1003(4).

BE IT FURTHER RESOLVED, that a public hearing on the discontinuance of right-of-way immediately east of 2801 W. Mallory Ave. is hereby scheduled for March 5, 2024 at 7:00pm or as soon thereafter as the Council may hear the matter.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to deliver a copy of this resolution to the Wisconsin Secretary of Transportation.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____ day of ________________, 2024.

APPROVED:

____
Michael J. Neitzke, Mayor

ATTEST:

____
Jennifer Goergen, City Clerk

cc: Engineering Division

S:\Planning\ROW Discontinuance\2801 W. Mallory Ave. ROW discontinuance\resolution - Notice of Hearing 1-16-24.docx

Exhibit A

Legal Description:

That part of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Southeast ¼ Section; thence S 88°41’19” W, 80.01 feet to a point; thence N 00°22’47” W, 641.40 feet to a point on the Southerly right-of-way line of West Mallory Avenue and the Northeast corner of Parcel 1 of Parcel 1 of Certified Survey Map No. 7503; thence S 89°41’35” W, on and along the Southerly right-of-way line of West Mallory Avenue, 355.54 feet to a point on the East line of unnamed right-of-way, and the point of beginning of lands to be described; thence S 00°22’47” E along the West line of said unnamed right-of-way, 247.63 feet to a point; thence S 88°41’19” W, 14.47 feet to a point, said point being on the East line of Lot 1, Block 4 of Tuckaway Manor, a recorded subdivision; thence N 00°22’47” W along the east line of said Lot 1, 247.86 feet to a point on the North right-of-way line of West Mallory Avenue, and the Northeast corner of said Lot 1; thence N 89°41’35” E, on and along the Southerly right-of-way line of West Mallory Avenue, 14.47 feet to the point of beginning.

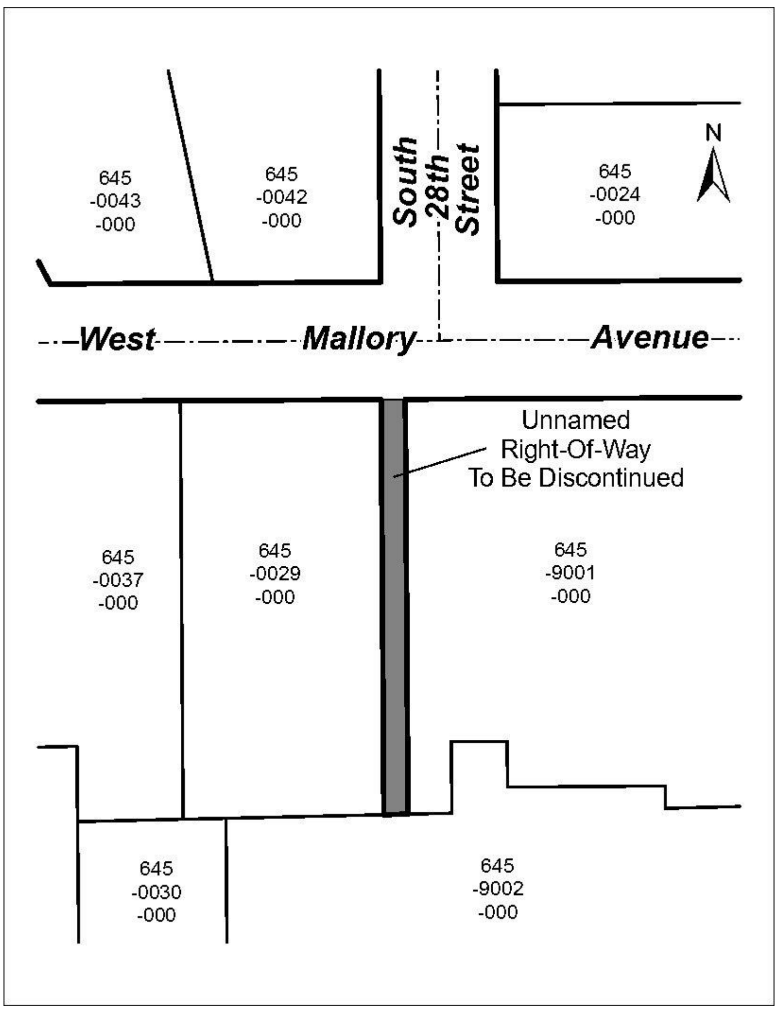

Exhibit B

RESOLUTION NO. ____

Resolution Discontinuing general right-of-way immediately east of 2801 W. Mallory Ave.

WHEREAS, the City owns excess general right-of-way, immediately east of 2801 W. Mallory Ave. (Tax Key No. 645-0029-000), of which is unimproved; and,

WHEREAS, following due notice and publication the Common Council has conducted a public hearing to determine whether it is appropriate to discontinue the general right-of-way immediately east of 2801 W. Mallory Ave.; and,

WHEREAS, based upon the materials on file and the comments received at the public hearing, the Common Council has determined that the public interest requires the vacation of the right-of-way, immediately east of 2801 W. Mallory Ave., that is more specifically shown and described in the attached Exhibit A; and,

WHEREAS, the Common Council further finds that the right-of-way which is hereby to be vacated lies within one-quarter mile of a state trunk highway or connecting highway, and does not contain a railroad crossing within its boundaries; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield, that the general right-of-way immediately east of 2801 W. Mallory Ave., approximately 14.5 ft. x 247.5 ft. in area, that is more specifically shown and described in the attached Exhibit A is hereby vacated and discontinued.

BE IT FURTHER RESOLVED, that general right-of-way, immediately east of 2801 W. Mallory Ave. (Tax Key No. 645-0029-000) so vacated and discontinued shall, upon passage and publication of this Resolution, forever vest in the owner of said land at 2801 W. Mallory Ave. (Tax Key No. 645-0029-000) as said lands immediately abut this vacation and discontinuance, and were part of the recorded subdivision plat from which the original right-of-way dedication was made, and shall be annexed thereto, free and clear of any right, title or interest in the public as road right of way except for the rights of the public to a public purpose easement for utilities within the vacated area pursuant to the provisions of sections 66.1003 and 66.1005 of the Wisconsin Statutes.

INTRODUCED by the Common Council of the City of Greenfield on the 5th day of March, 2024.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____ day of _________________, 2024.

APPROVED:

____
Michael J. Neitzke, Mayor

ATTEST:

____
Jennifer Goergen, City Clerk

cc: Engineering Division

Committee: Common Council Item Number:

Introduced By: Kristi Porter – Community Development Manager

Date Introduced: January 16, 2024

RELATING TO:
Renewal of appointment of Mark Kivley as Board of Directors to the South 27th Street Business District Association, District 1, his three-year term to expire February 6, 2027.

Renewal of appointment of Kevin Scholz as Board of Directors to the South 27th Street Business District Association, District 2, his three-year term to expire February 17, 2027.

Renewal of appointment of Troy Chowanec as Board of Directors to the South 27th Street Business District Association, District 2, his three-year term to expire February 17, 2027.

SUMMARY:

Reassignment of current member Renewal of Board Membership

The 27th Street Business District Association is proposing to make the following board member modifications:

1. Renew appointment of Mark Kivley to BID #1, whose three-year term will be renewed to 2/6/27.
2. Renew appointment of Kevin Scholz to BID #2, whose three-year term will be renewed to 2/17/27.
3. Renew appointment of Troy Chowanec to BID #2, whose three-year term will be renewed to 2/17/27.

Two (2) board positions remain open for BID #1.

Recommendation: Approve three-year board member renewal for Mark Kivley to BID #1. Approve three-year board member renewals for Kevin Scholz and Troy Chowanec to BID #2.

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

MOTION ___ OTHER _X__

- **AS PROPOSED**: Overall BID Board #1 & #2 membership/terms/addresses

South 27th Street Business District Association

BID #1 (Howard to Grange)

					Term Begins	Term Expires
OPEN (previously Gregg Butts)						
Jon Majdoch	4251 S. 27th St.	Greenfield	WI	53221	3/5/2022	3/5/2025
Todd Reardon	4201 S. 27 St.	Greenfield	WI	53221	3/5/2022	3/5/2025
Mark Kivley	5431 S. 27th St.	Greenfield	WI	53221	2/6/2024	2/6/2027
OPEN (previously Sara Albee)						

BID #2 (Ramsey to College)

					Term Begins	Term Expires	
Kevin Scholz	5052 S. 58 St.	Greenfield	WI	53220	2/17/2024	2/17/2027	
Troy Chowanec	5420 S. Honey Creek Dr.	Greenfield	WI	53221	2/17/2024	2/17/2027	* ad-hoc

Committee: Common Council Item Number:

Introduced By: Kristi Porter – Community Development Manager

Date Introduced: January 16, 2024

RELATING TO:

Renewal of appointment of Mark Kivley as Board of Directors to the South 27th Street Business District Association, District 1, his three-year term to expire February 6, 2027.

Renewal of appointment of Kevin Scholz as Board of Directors to the South 27th Street Business District Association, District 2, his three-year term to expire February 17, 2027.

Renewal of appointment of Troy Chowanec as Board of Directors to the South 27th Street Business District Association, District 2, his three-year term to expire February 17, 2027.

SUMMARY:

Reassignment of current member Renewal of Board Membership

The 27th Street Business District Association is proposing to make the following board member modifications:

1. Renew appointment of Mark Kivley to BID #1, whose three-year term will be renewed to 2/6/27.
2. Renew appointment of Kevin Scholz to BID #2, whose three-year term will be renewed to 2/17/27.
3. Renew appointment of Troy Chowanec to BID #2, whose three-year term will be renewed to 2/17/27.

Two (2) board positions remain open for BID #1.

Recommendation: Approve three-year board member renewal for Mark Kivley to BID #1. Approve three-year board member renewals for Kevin Scholz and Troy Chowanec to BID #2.

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

MOTION ___ OTHER _X__

- **AS PROPOSED**: Overall BID Board #1 & #2 membership/terms/addresses

South 27th Street Business District Association

BID #1 (Howard to Grange)

					Term Begins	Term Expires	
OPEN (previously Gregg Butts)							
Jon Majdoch	4251 S. 27th St.	Greenfield	WI	53221	3/5/2022	3/5/2025	
Todd Reardon	4201 S. 27 St.	Greenfield	WI	53221	3/5/2022	3/5/2025	
Mark Kivley	5431 S. 27th St.	Greenfield	WI	53221	2/6/2024	2/6/2027	
OPEN (previously Sara Albee)							

BID #2 (Ramsey to College)

					Term Begins	Term Expires	
Kevin Scholz	5052 S. 58 St.	Greenfield	WI	53220	2/17/2024	2/17/2027	
Troy Chowanec	5420 S. Honey Creek Dr.	Greenfield	WI	53221	2/17/2024	2/17/2027	* ad-hoc

Committee: Common Council Item Number:

Introduced By: Kristi Porter – Community Development Manager

Date Introduced: January 16, 2024

RELATING TO:
Renewal of appointment of Mark Kivley as Board of Directors to the South 27th Street Business District Association, District 1, his three-year term to expire February 6, 2027.

Renewal of appointment of Kevin Scholz as Board of Directors to the South 27th Street Business District Association, District 2, his three-year term to expire February 17, 2027.

Renewal of appointment of Troy Chowanec as Board of Directors to the South 27th Street Business District Association, District 2, his three-year term to expire February 17, 2027.

SUMMARY:

Reassignment of current member Renewal of Board Membership

The 27th Street Business District Association is proposing to make the following board member modifications:

1. Renew appointment of Mark Kivley to BID #1, whose three-year term will be renewed to 2/6/27.
2. Renew appointment of Kevin Scholz to BID #2, whose three-year term will be renewed to 2/17/27.
3. Renew appointment of Troy Chowanec to BID #2, whose three-year term will be renewed to 2/17/27.

Two (2) board positions remain open for BID #1.

Recommendation: Approve three-year board member renewal for Mark Kivley to BID #1. Approve three-year board member renewals for Kevin Scholz and Troy Chowanec to BID #2.

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

MOTION ___ OTHER _X__

- **AS PROPOSED**: Overall BID Board #1 & #2 membership/terms/addresses

South 27th Street Business District Association

BID #1 (Howard to Grange)

					Term Begins	Term Expires
OPEN (previously Gregg Butts)						
Jon Majdoch	4251 S. 27th St.	Greenfield	WI	53221	3/5/2022	3/5/2025
Todd Reardon	4201 S. 27 St.	Greenfield	WI	53221	3/5/2022	3/5/2025
Mark Kivley	5431 S. 27th St.	Greenfield	WI	53221	2/6/2024	2/6/2027
OPEN (previously Sara Albee)						

BID #2 (Ramsey to College)

					Term Begins	Term Expires	
Kevin Scholz	5052 S. 58 St.	Greenfield	WI	53220	2/17/2024	2/17/2027	
Troy Chowanec	5420 S. Honey Creek Dr.	Greenfield	WI	53221	2/17/2024	2/17/2027	* ad-hoc

Committee: Finance & Human Resources Committee Item Number:

Introduced By: Tim Sowinski

Date Introduced: January 10, 2024

RELATING TO:

Discussion and decision related to grant agreement between Community Advocates and Healthiest/SAFE Greenfield (Greenfield Health Department).

SUMMARY:

Community Advocates, an independent contractor, has worked with the Greenfield Health Department on a number of projects and has provided the Health Department with mini grants in the past.

The amount of this grant is $14,160 and the grant period is 9/30/23 to 9/1/24. This grant is on a reimbursement basis, meaning the Health Department would first need to make the purchase and then request reimbursement (on a monthly basis).

Funds will be used to support the efforts of the Alliance WI Youth State Opioid Response (SOR3) Prevention program. This includes purchasing supplies such as prescription drug deactivation units, prescription drug lock boxes, and prescription drug lock bags.

Recommendation: Approve the grant agreement between Community Advocates and Healthiest/SAFE Greenfield (Greenfield Health Department).

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

MOTION ___ OTHER _X__

GRANT AGREEMENT
between
COMMUNITY ADVOCATES and
Healthiest/SAFE Greenfield for
Alliance WI Youth State Opioid Response (SOR3)
Prevention

Agreement Amount: $14,160
Agreement Term Period: 9/30/2023 to 9/01/2024
CA Division: Public Policy Institute
CA Grant Administrator: Kat Becker
CA Telephone: 651-239-8922
CA Email: KBecker@communityadvocates.net

Grantee Grant Administrator: Lindsay Fuss
Grantee Telephone: 414-329-5262
Grantee Email: lindsay.fuss@greenfieldwi.us
Grantee DUNS Name: City of Greenfield
Grantee DUNS Number: 089855373
Grantee FEIN: 39-6005924

CA 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, CA 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. CA 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 CA.

Community Advocates
Authorized Representative
Name: Andi Elliott
Title: CEO

Signature: Andrea Mallmann-Elliott

Date: 26/12/2023

Grantee
Authorized Representative
Name: Tim Sowinski
Title: Deputy Comptroller

Signature: ______________________

Date: ______________________

Contents

1. DEFINITIONS

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

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

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 Community Advocates is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

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

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

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

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's

Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

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

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

2. ORDER OF PRECEDENCE

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

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

3. PARTIES

A. Community Advocates (CA) is the agency responsible for overseeing the coordination and integration of social service programs. CA's principal business address is 728 N James Lovell Street, Milwaukee, Wisconsin 53233. B. City of Greenfield Health Department (Grantee)'s principal business address is 7325 W Forest Home Ave, 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 CA to carry out part of a state and/or federal program.

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

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: Application

Exhibit 2: Budget

Exhibit III: Special Requirements

5. CONTACT INFORMATION

CA Grant Administrator
Grant Administrator Name: **Kat Becker**
Telephone**: 651-239-8922**
Email: **KBecker@communityadvocates.net**

Grantee Grant Administrator
Grant Administrator Name: **Lindsay Fuss**
Telephone**: 414-329-5262**
Email: **lindsay.fuss@greenfieldwi.us**

CA 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 Grantees will be made by check. Invoices received by the 10th of the month will receive payment in the beginning of the following month.
B. 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.
C. The Grantee shall submit expenditures on the form required by CA via email to the attention of Hannah Lepper at HLepper@communityadvocates.net
D. Payments to the Grantee will be made on a monthly basis per the CA Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by CA.
E. Expense reports received timely in accordance with the CA Processing Dates schedule will be reviewed and processed per the CA Processing Dates schedule.
F. Payments to the Grantee shall not exceed the total Agreement award.
G. If CA 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 30 days of notification by CA. CA 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. CA reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

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

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 CA. The Grantee shall not be deemed or construed to be an employee of CA 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. 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: http://vendornet.state.wi.us/vendornet/doaforms/DOA-3021P.pdf

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

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

dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

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

[FOR US DHHS (CMS/FDA/HRSA/CDC/NIH) GRANT:]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.

[FOR USDA/FNS GRANT:]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). 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 CA 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. CA or 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 CA or 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 CA or 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 CA*: Grantee shall immediately report within five (5) business days to CA any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with CA's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by CA or DHS for those activities.

B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless CA 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 CA 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 CA, 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 CA, 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 CA or 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. CA and DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
   1. $1,000 for each individual whose Confidential Information was used or disclosed;
   2. $2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section

E. *HIPAA:* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

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

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

This Section shall survive the termination of the Agreement.

12. SUBGRANT or SUBCONTRACT

A. CA 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 CA. 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 CA. In addition, CA 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 CA reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.

B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

13. GENERAL PROVISIONS

A. Any payments of monies to the Grantee by CA for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.

B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.

C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than $3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

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

D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.

E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

14. ACCOUNTING REQUIREMENTS

A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by CA as contained in Section 6 of this Agreement, and support expenditure reports submitted to CA.

B. The Grantee shall reconcile costs reported to CA 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 CA upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.

C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm).

15. CHANGES IN ACCOUNTING PERIOD

A. The Grantee shall notify CA of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.

B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.

C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

16. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which CA retains ownership of and which is in the care, custody, and control of the Grantee.

B. CA shall have all ownership rights in any computer hardware supplied by CA as a result of this Agreement. CA shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and installed or developed and installed under this Agreement.

C. The Grantee agrees that if any materials are developed under this Agreement, CA 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 CA.

17. AUDITS

A. *Requirement to Have an Audit*: Unless waived by CA, the Grantee shall submit an annual audit to CA if the total amount of annual funding provided by CA (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 CA, the Grantee shall consider both: (a) funds provided through direct Grants with CA; and (b) funds from CA passed through another agency which has one or more Grants with the Grantee.

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

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

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

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

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

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

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

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

G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of CA and 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 CA and DHS to conduct or arrange for other audits or review of federal or state programs. CA and 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, CA, 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*: CA or DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide CA or 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 CA or 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:* CA or 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 CA or 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 CA or 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 CA or DHS upon written request from the sub recipient/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 CA or DHS prior to beginning the audit. CA, DHS, or its representatives, 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 CA or DHS, is the responsibility of the auditee.

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

18. OTHER ASSURANCES

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

B. The Grantee shall notify CA in writing, within 30 days of the date payment was due, of any past due payment in excess of $500 or when total past due liabilities to any one or more vendors exceed $1,000 related to the operation of this Agreement for which CA 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. CA 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 CA up to $500,000.

19. RECORDS

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

B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of CA's 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 CA, 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 CA 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 CA's responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

20. CONTRACT REVISIONS AND/OR TERMINATION

A. The Grantee agrees to renegotiate with CA 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 CA to terminate this Agreement.

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

D. *Termination for Cause*: CA 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 CA one hundred and twenty (120) calendar days written notice of CA's right to cure a failure of CA 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 CA.

E. *Termination for Convenience*: either party may terminate this Agreement at any time, without cause, by providing a written notice. CA must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify CA at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
   In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement. The Grantee shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of CA, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of CA, 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:* CA reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
   1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
   2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
   3. Makes an assignment for the benefit of creditors;
   4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
   5. Incurs a delinquent Wisconsin tax liability;
   6. Fails to submit a non-discrimination or affirmative action plan as required herein;
   7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
   8. Becomes a federally debarred Grantee;
   9. Is excluded from federal procurement and non-procurement Agreements;
   10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;

11. Fails to maintain the confidentiality of CA's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
12. Grantee performance threatens the health or safety of a state employee or state customer.

21. NONCOMPLIANCE AND REMEDIAL MEASURES

A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure CA determines is necessary to protect the interests of the State.
B. The Grantee shall provide written notice to CA of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide CA with a plan to correct the noncompliance.
C. If CA 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, CA may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

22. DISPUTE RESOLUTION

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

A. *Informal Review*: CA 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. *Agency Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the CEO of the division in which CA Grant Administrator is employed. The CEO must receive a request under this step within 14 days after the date of the signed unresolved dispute letter in Step A. The CEO will review the matter and issue a written determination within 30 days after receiving the review request.
C. *DHS Grant Administrator*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Grant Administrator of DHS. The Grant Administrator of DHS must receive a request under this step within 14 days after the date of the written determination under Step B. The Grant Administrator of DHS will issue a final determination on the matter within 30 days after receiving the Step B review request.

23. FINAL REPORT DATE

A. Expenses incurred during the Agreement period but reported later than **20 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by CA. In the event this occurs, an alternate payment process as determined by CA would occur. B. Expenses incurred outside of the Agreement period would be considered not allowable.

24. INDEMNITY

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

25. CONDITIONS OF THE PARTIES’ OBLIGATIONS

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

26. GOVERNING LAW

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

27. SEVERABILITY

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

28. ASSIGNMENT

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

29. ANTI-LOBBYING ACT

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

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

30. DEBARMENT OR SUSPENSION

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

31. DRUG FREE WORKPLACE

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

32. MULTIPLE ORIGINALS

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

33. CAPTIONS

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

34. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

Performance Reporting: Grantee will provide a DCTS Performance Report no later than 30 days past mid-point of the contract period and a DCTS Performance Report no later than 30 days past contract end date unless otherwise stipulated in writing by DHS.

35. NULL AND VOID

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

36. SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS

Minority-Owned Business Enterprises (MBE) and Disabled Veteran-Owned Businesses (DVB) are certified by the Wisconsin Department of Administration (DOA). This program can be found at: https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx

The State of Wisconsin is committed to the promotion of MBEs and DVBs in the State's purchasing program. The Grantee is strongly urged to use due diligence to further this policy by awarding Subcontracts or Subgrants to MBEs and DVBs or by using such enterprises to provide goods and services incidental to this Agreement.
The Grantee shall furnish appropriate monthly information about its efforts to subcontract/subgrant with MBEs and DVBs, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified MBEs and DVBs, as well as the services and goods they provide, is available at: https://wisdp.wi.gov/Search.aspx

After completion of this Agreement, the Grantee shall report to DHS any amount of this Agreement that was subcontracted/subgranted to DOA certified MBEs and DVBs.

DHS shall have the right to request any information regarding the use of subcontractors/subgrantees including, but not limited to, MBEs and DVBs. The Grantee shall provide any such information as requested by DHS and within a time period that is specified by DHS.

The Grantee shall submit monthly reports of efforts to subcontract/subgrant with MBEs, DVBs, and other diverse entities/suppliers to DHS. A link to the Supplier Diversity Power Form for submitting these reports can be found on the DHS Compliance Documentation page found here: https://www.dhs.wisconsin.gov/business/compliance.htm

For the duration of this Agreement, the Grantee shall provide monthly reporting of efforts to subcontract/subgrant with MBEs, DVBs, and other diverse entities/suppliers no later than the 15th of the following month.

For questions about reporting, please contact DHS Contract Compliance at DHSContractCompliance@dhs.wisconsin.gov

37. FEDERAL AWARD INFORMATION

DHS Profile Number	533255
FAIN	H79TI081703
Federal Award Date	9/30/2023
Subaward period of Performance Start Date	9/30/2023
Subaward period of Performance End Date	9/01/2024
Amount of Federal Funds obligated (committed) by this action	$14,160
Federal Award Project Description	Wisconsin State Opioid Response Grant

Federal Awarding Agency Name (Department)	U.S. Department of Health & Human Services
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	**608-266-9622**
CFDA Number	93.788
CFDA Name	Opioid STR Department of Health and Human Services Substance Abuse and Mental Health Services Administration
R&D?	No
Indirect Cost Rate	0.0538

38. GEARS PAYMENT INFO

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: 2024

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date:	GEARS Contract End Date:	Program Total Contract:
547463	**Community Advocates**	**90**	**10/1/2023**	**9/30/2024**	**$238,665**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls[1]
533187	Alliance WI Youth SOR3	-	$238,665	$238,665	$238,665	N/A

EXHIBIT 3 Special Requirements

Prevention Services Funded with Wisconsin State Opioid Response (SOR) Grant Funding

I. Prevention Services Requirements

A. Expectations

The purpose of this program is to address the opioid crisis by increasing access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment and recovery activities for opioid use disorder (OUD) (including prescription opioids as well as illicit drugs such as heroin). Grantees will use a comprehensive evidence-based prevention approach to reduce the non-medical/unauthorized availability of and access to prescription opioids. The WI SOR grant program will work to strengthen communities in developing policies and practices that prevent and respond appropriately to prescription drug/opioid misuse and abuse.

To meet the goals of the Wisconsin SOR - Prevention grant program, DCTS expects grantees to use grant funds to support the following activities:

- Needs assessment of the prescription drug/opioid overdose issue in the grantee's community(ies) to identify the areas and populations of greatest need, and select strategies of focus that best meet local needs.
- Collaboration and coordination of funding streams related to the prevention of prescription drug/opioid overdose-related deaths and adverse events, including coordinating with Wisconsin Strategic Prevention Framework Partnerships for Success, 2015 (PFS15), Prescription Drug Overdose Prevention (PDO) and the Strategic Prevention Framework Prescription Drug (SPF Rx) grants.
- Participate in interagency coordination among local agencies, including an Opioid Advisory Workgroup, to develop and implement the grantee's comprehensive prevention program.
- Increase proper storage, monitoring, and disposal of prescription medications in communities.

B. Required Activities

WI SOR - Prevention grant funds must be used primarily to support local community coalitions to increase prescription drug/opioid prevention efforts by including the following types of activities:

- Establish a menu option of prevention strategies to support the implementation of best practices in local coalitions' communities.

- Share resources and connect community stakeholders through the coalition infrastructure in order to align community prevention efforts for addressing risks and protective factors within the community.

- Raise community awareness about prescription drug abuse, in particular opioid pain relievers, including providing resource guides, presentations, fact sheets, brochures, public service announcements, and speaking engagements;

- Assess gaps in collection efforts and support additional resources for collection (permanent drug drop boxes, needle collection boxes) in law enforcement and pharmacy settings, and disposal (take back events, home disposal systems);

- Purchase personal prescription drug lock boxes for those prescribed opioids in order to secure medications within the home.

- Identify and support training of key community sectors, such as first responders and others on overdose death prevention strategies, such as the use of naloxone and partner with entities that currently fund the distribution of naloxone to support first responders.

- Distribute naloxone throughout the community to high need populations at risk of an overdose.

WI-SOR- Prevention grant may also support the following types of activities through community presentations, town hall meetings, or other education efforts:

- Collaboration with healthcare providers to educate them on overdose dangers, and to recommend that they consider providing standing orders for naloxone to patients and family members.
- Collaboration with pharmacies to distribute naloxone, as permitted by state law.
- Public education on Wisconsin's "Good Samaritan" laws, such as those that permit bystanders to alert emergency responders to an overdose or to administer naloxone without fear of civil or criminal penalties.

C. Data Collection and Performance Measurement

All grantees are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. Grantees will be required to report performance on the following performance measures.

Grantees' progress in addressing the opioid epidemic will be partially assessed through the submission of data in compliance with the Substance Abuse Prevention and Treatment Block Grant (SABG) standard reporting requirements. Additionally, grantees will be required to report performance on the following performance measures specific to this program:

- Number of OUD prevention and treatment providers trained, to include NPs, PAs, first responders, as well as physicians, nurses, counselors, social workers, case managers, etc.

- Distribution and/or implementation plan from all coalitions requesting and receiving products or funding from this grant award.

- Mid-Year and final outcome report from all agencies receiving products or funding from this grant award itemizing process and outcome indicators for the strategies implemented.

Performance data will be reported to the public as part of SAMHSA's Congressional Justification. Grantees will also be expected to participate in a national evaluation.

D. Terms and conditions for continual funding

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in award termination, or denial of future funding.

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from the CARS system, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify Community Advocates.

Certification Statement: By drawing down funds, the grantee certifies that the grantee and any subcontractors have proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer state and federal awards and funds drawn down.

Recipients and subrecipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award (http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf), including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award.

The funding for this grant is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75 (http://www.ecfr.gov/cgibin/retrieveECFR?gp=&SID=0ddb69baec587eeea4ab7e6a68c4acb0&mc=true&r=PART&n=pt45.1.75).

1. **Executive Pay:** For FY 2016, the Consolidated Appropriations Act, 2016 (Pub. L. 113-76) signed into law on January 10, 2016, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II annual salary is $185,100.
2. **Data Collection and Performance Measurement:** Government Performance and Results (GPRA) Modernization Act of 2010. All requirements specified around performance data collection must be followed. Recipients and sub recipients must comply with the performance goals, milestones, and expected outcomes.
3. **Non-Supplant:** Federal funds must supplement, not replace (supplant) non-federal funds. All grantees who receive funding from DHS, DCTS must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
4. **Future Funding:** Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the grant is documented and acceptable.
5. **Reporting Program Income:** Program income accrued under the award must be accounted for in accordance with 45 CFR Part 75.307, as applicable.

Grantees must exercise proper stewardship over federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds.

DHS may disallow the costs if it is determined, through audit or otherwise, that the costs do not meet the tests of allowability, allocability, reasonableness, necessity, and consistency.

Changes in Key Personnel: The recipient is required to notify the DCTS contract administrator in writing if the Project Director (PD)/coordinator or key personnel specifically named in the annual application will withdraw from the project entirely, be absent from the project during any continuous period of three months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). DCTS must approve any alternate arrangement proposed by the grantee.

Acknowledgement of Federal Funding: As required by HHS appropriations acts, all grantees and subgrantees must acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Conferences: When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Mandatory disclosures: Consistent with 45 CFR 75.113, applicants and recipients and subrecipients must disclose in a timely manner, in writing to DHS DCTS and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

Confidentiality of Alcohol and Drug Abuse Patient Records: The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR 2. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material**.**

THIS AWARD IS SUBJECT TO REQUIREMENTS AS SET FORTH IN 2 CFR 25.110 CENTRAL CONTRACTOR REGISTRATION (CCR) (NOW SAM) AND DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBERS. 2 CFR Part 25 - Appendix A

Administrative and National Policy Requirements: Awards issued through SAMHSA Funding Opportunity Announcements are subject to the uniform administrative requirements and cost principles of 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

The grantee and all subcontractors are responsible for complying with all requirements of the federal award. For all federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 and 2 CFR part 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2324 and 2409, and 41 U.S.C. 4304, 4310, and 4712.

An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

Drug-free workplace: The recipient and any subcontractors, must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (22 U.S.C. 7104(G)), AS AMENDED, AND THE IMPLEMENTING REGULATIONS AT 2 C.F.R. PART 175: The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. CPSC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b). See http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec17515.pdf.

Award Term from 2 C.F.R. § 175.15(b): 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:
   a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   b) Procure a commercial sex act during the period of time that the award is in effect; or
   c) Use forced labor in the performance of the award or subawards under the award.

2. DHS DCTS may unilaterally terminate this contact, without penalty, if you or a subrecipient that is a private entity:
   a) Is determined to have violated a prohibition in paragraph a.1 of this exhibit; or
   b) Has an employee who is determined by the DHS DCTS official authorized to terminate the contract to have violated a prohibition in paragraph a.1 of this contract term through conduct that is either:
      i. Associated with performance under this award; or
      ii. 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 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Nonprocurement)."

b. Provision applicable to a recipient other than a private entity. 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:
      a) Associated with performance under this award; or
      b) 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 our agency at 2 CFR Part 1125.

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

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

- 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.
- Includes:
  O 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).
  o 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).

Accessibility Provisions for All Grant Application Packages and Funding Opportunity Announcements: Recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with state and federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person’s race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. HHS provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency. Please see http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html; and http://www.hhs.gov/ocr/civilrights/understanding/index.html.
Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html.

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html or call 1- 800-368-1019 or TDD 1-800-537-7697. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations.

For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53.

Grantees must also comply with the administrative requirements outlined in 45 CFR Part 75. For more information see the SAMHSA website at http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles.

Grant funds cannot be used to supplant current funding of existing activities. “Supplant” is defined as replacing funding of a recipient’s existing program with funds from a federal grant.

E. Funding Restrictions

Grant funds must be used for purposes supported by the program and may not be used to:

- Pay for any lease beyond the project period.

- Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).

- Pay for the purchase or construction of any building or structure to house any part of the program. (Applicants may request up to $75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)

- Pay for housing other than residential mental health and/or substance abuse treatment.

- Only allowable costs associated with the use of federal funds are permitted to fund evidence-based practices (EBPs). Other sources of funds may be used for unallowable costs (e.g., meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.

- Make direct payments to individuals to induce them to enter prevention or treatment services. However, SAMHSA discretionary grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.

- Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, SAMHSA discretionary grant funds may be used for non-cash incentives of up to $30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to $30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow up. This amount may be paid for participation in each required interview.

- Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed $2.50 per person.

- Funds may not be used to distribute sterile needles or syringes for the hypodermic injection of any illegal drug.

- Pay for pharmacologies for HIV antiretroviral therapy, sexually transmitted diseases (STD)/sexually transmitted illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.

- Outside individuals or companies that prepare or participate in the preparation of grant applications may not be contractors on those grants per 45 CFR 75.328, which addresses full and open competition.

- DCTS will not accept a “research” indirect cost rate. The grantee must use the “other sponsored program rate” or the lowest rate available.

- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

F. Subcontractors

Requirements herein stated apply to any sub-grants or sub-contractors. The contracting agency has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. The Contractors must inform the sub-grantees of the federal award information set forth herein and provide the sub-contractor the appropriate CFDA number.

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.

(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)
___________________________________	______________________________
(Print Name)	(Title)
City of Greenfield Health Department	State Opioid Response Grant (SOR3)
(Agency/Contractor Name)	(Title of Program)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html (see section 52.209-6).

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

SIGNATURE – Official Authorized to Sign Application	Date Signed
For *(Name of Vendor)*	DUNS Number *(Dun & Bradstreet, if applicable)*

APPENDIX A

SOR Funding Application
Section I – Contact Information

Applications must be submitted via email by end of day November 28th, 2023.

Once complete, please email your application to Kat Becker at kbecker@communityadvocates.net. **Only applications sent via email will be accepted.**

Applicants must complete all fields in this section. Please provide the requested information below:

1. Coalition name: Healthiest/SAFE Greenfield
2. County or tribe in which the coalition operates: Milwaukee
3. Proposed geographic target service area for SOR project (county, tribe, municipality, zip code): City of Greenfield
4. Lead agency or fiscal agent (name and address):
   City of Greenfield Health Department
   7325 W. Forest Home Av.
   Greenfield WI 53220
5. Contact information (provide two coalition contacts):
   a. Name: Lindsay Fuss/Melanie Brooks
   b. Phone: 414-329-5262/414-329-5293
   c. Email: lindsay.fuss@greenfieldwi.us/melanie.brooks@greenfieldwi.us
6. Shipping address
   a. Agency/organization name: Greenfield Health Department
   b. Attn: (name of individual receiving materials): Lindsay Fuss or Melanie Brooks
   c. Street address: 7325 W. Forest Home Ave. Rm. 104
   d. City, State, Zip Code: Greenfield WI 53220
   (**DO NOT** use a PO Box. Requested materials will be shipped to this address)

SOR Funding Application
Section II – Order Form

Each SOR prevention strategy has been assigned a dollar value. Coalitions can apply for as many strategies deemed necessary to fill gaps and enhance prevention services in the community, up to **$10,000.** For each strategy, identify the number of each item and the total dollar amount. *For example, if you want to request $5,000 for public awareness campaign materials, select ten units (10 x $500 = $5,000).* Some materials are only available by the case. If you would like 400 deactivation units, mark "2" in the number column and $1,560 in the total column (2 x $780 = $1,560).

1. **Drug Take-Back Events and Medication Disposal**

   $1,000 reimbursement: _____ units @ $1,000 = _____

2. **Prescription Drug Deactivation Units (purchased by the AWY RPC for the coalition)**

   $780/case of 200 deactivation units: 6 cases @ $780 each = $4680

3. **Take- Away Med Return Envelopes (purchased by the AWY RPC for the coalition)**

   $1,513/case of 250 envelopes: _____ cases @ $1,513 each = _____

4. **Prescription Drug Lock Box (purchased by the coalitions)**

   $40.00/lock box: 93 boxes @ $40.00 each = $3720

5. **Prescription Drug Lock Bag (purchased by the AWY RPC for the coalition)**

   $1,600/case of 75 bags: 1 case @ $1,600 each = $1600

6. **Community Education Event(s)**

   $500 reimbursement: _____ units @ $500 = _____

7. **Public Awareness Campaign Materials**

   $500 reimbursement: _____ units @ $500 = _____

8. **Outreach Activities Targeting Underserved/Diverse Populations**

   $500 reimbursement: _____ units @ $500 = _____

9. **Naloxone Education and Information Dissemination Work Plan**

   $500 reimbursement: _____ units @ $500 = _____

10. **Fentanyl Education and Information Dissemination Work Plan**

    $500 reimbursement: _____ units @ $500 = _____

11. **School-based education**

12. **Coalition staff time**

    Up to 520 hours: _____ hours @ $_____ = _____

NOTE: If additional quantities of materials or funding become available, list the **NUMBER (not dollar amount)** of additional or extra for each of the materials you would like to order beyond your funding allocation of **$10,000** For example, if you would like an additional case of 200 deactivation units, mark 1 the deactivation unit row.

1. Take-back events and medication disposal (# of units):
2. Drug deactivation units (# of cases): 2
3. Take-away med return envelopes (# of cases):
4. Prescription drug lock boxes (# of boxes): 25
5. Prescription drug lock bags (# of cases): 1
6. Community education event (# of units):
7. Public awareness campaign materials (# of units):
8. Outreach Activities Targeting Underserved/Diverse Populations (# of units):
9. Naloxone Education and Information Dissemination Work Plan (# of units):
10. Fentanyl Education and Information Dissemination Work Plan (# of units):

SOR Funding Application
Section III – Strategy Work Plans

Prescription Drug Deactivation Unit Work Plan

Please describe the steps that you will take to work on this strategy.

Strategy: Prescription Drug Deactivation Unit
Strategy Type: Disposal

Action Step	Details	Person Responsible (including partners)
Where will deactivation units be distributed? *(Throughout the county/tribe, within a specific municipality, etc.)*	Within and around the City of Greenfield	Healthiest/SAFE Greenfield coalitions, OFR team, outreach team, HRVM program
List targeted population(s) of focus for distribution:	Individuals/loved ones of someone actively using street drugs or people taking prescription opiates	Healthiest/SAFE Greenfield coalitions, OFR team, outreach team, HRVM program
How will the coalition and partnering organizations distribute deactivation units throughout the identified service area to the targeted population(s)?	The coalitions will provide to them to partners and the community at events, outreach will provide them while working with individuals and their families, and they will be placed in our HRVMs to distribute to those not comfortable coming to the department or receiving outreach services	Healthiest/SAFE Greenfield coalitions, OFR team, outreach team, HRVM program
How will the coalition track distribution efforts (including those of partnering organizations) throughout the identified service area to the targeted population(s)?	HD staff will track distribution with SAFE Greenfield coalition	GHD/SAFE
Resources Needed: *(consider partnerships, training/TA, and other resources needed to tackle this goal)* Coalitions/area partners to help distribute and promote		
Data Collection: *(what information and measures will be helpful for you as you work on this strategy?)* *Spreadsheet to track number of units and where they went*		

Outcomes: *(what does success look like in this strategy, and how will you know you've achieved it?)* *Increase in # of bags being distributed in community through various opportunities to meet people where they are at*

Prescription Drug Lock Box Work Plan

Please describe the steps that you will take to work on this strategy.

Strategy: Prescription Drug Lock Boxes **Strategy Type:** Security		
Action Step	**Details**	**Person Responsible (including partners)**
Where will lock boxes be distributed? (*Throughout the county/tribe, within a specific municipality, etc.)*	In and around Greenfield WI	Healthiest/SAFE Greenfield
List targeted population(s) of focus for distribution:	Families, those above 65yrs.	Healthiest/SAFE Greenfield
How will the coalition and partnering organizations distribute lock boxes throughout the identified service area to the targeted population(s)?	Community Events	Healthiest/SAFE Greenfield
How will the coalition track distribution efforts (including those of partnering organizations) related to this strategy?	HD staff will track distribution with SAFE Greenfield coalition	SAFE/GHD
Resources Needed: *(consider partnerships, training/TA, and other resources needed to tackle this goal)* Coalitions and partners		
Data Collection: *(what information and measures will be helpful for you as you work on this strategy?)*		

How many and where being distributed (more specific need we had not noticed previously?)
Outcomes: *(what does success look like in this strategy, and how will you know you've achieved it?)* *Providing 25 families and 25 seniors with these supplies will be a point of success for us in achieving access to affordable safety supplies for our community and through various opportunities to meet people where they are at*

Prescription Drug Lock Bag Work Plan

Please describe the steps that you will take to work on this strategy.

Strategy: Prescription Drug Lock Bags **Strategy Type:** Security		
Action Step	**Details**	**Person Responsible (including partners)**
Where will lock bags be distributed? *(Throughout the county/tribe, within a specific municipality, etc.)*	In and around Greenfield WI	Healthiest/SAFE Greenfield
List targeted population(s) of focus for distribution:	Individuals/loved ones of someone actively using street drugs or people taking prescription opiates	SAFE Greenfield/GHD
How will the coalition and partnering organizations distribute lock bags throughout the identified service area to the targeted population(s)?	These will be placed in our 2 HRVMs overseen by GHD, provided at community events, and given to our outreach team to give out as well	SAFE/GHD/Outreach
How will the coalition track distribution efforts (including those of partnering organizations) related to this strategy?	HD staff will track distribution with SAFE Greenfield coalition	GHD/SAFE
Resources Needed: *(consider partnerships, training/TA, and other resources needed to tackle this goal)*		

Outreach team/SAFE members/other partners
Data Collection: *(what information and measures will be helpful for you as you work on this strategy?)* *How many have been distributed and what ZIP code*** ***when available*
Outcomes: *(what does success look like in this strategy, and how will you know you've achieved it?)* *Increase in # of bags being distributed in community through various opportunities to meet people where they are at*

Committee: Common Council Item Number:

Introduced By: Paula Schafer

Date Introduced: January 16, 2024

RELATING TO:

Discussion and decision to change the title of the job from Accountant to Payroll & Accounting Specialist.

SUMMARY:

Recently the city posted for the position of Accountant. There have been few applications submitted after a lot of “hits” on the posting. This is leading us to believe the job title is not drawing the attention of the right candidate pool. A main focus of this position is processing the bi-weekly payroll and related responsibilities.

There are no other changes in the job description.

Recommend changing the job title from Accountant to Payroll & Accounting Specialist.

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

MOTION ___ OTHER _X__

~~Accountant~~Payroll & Accounting Specialist

Classification
Non - Exempt

Department/Division
Finance/Accounting

Reports to
Assistant Finance Director

Summary/Objective
The ~~Accountant~~ Payroll & Accounting Specialist performs a variety of increasingly responsible accounting tasks. Responsible for processing the city's bi-weekly payroll. Requires regular application of mid-level technical accounting skills in responsibility areas. Supports the Finance Department front counter functions as necessary.

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

- Processes the city's bi-weekly computerized payroll, which includes maintenance of employee pay history records, calculating pay adjustments, calculating and maintaining fringe benefit records, auditing time reports, pay requests and mileage reports.
- Processes payroll deductions for all employee benefits plans, union dues, wage assignments; including all required tax withholdings. Trains new employees who are utilizing the automated BS&A timesheets on how to record hours.
- Assists with maintaining computerized accounting system in accordance with generally accepted accounting principles.
- Assists in the training and education of personnel on accounting functions, ie running reports, entering AP, looking up information in AP and GL.
- Performs computer system operations and activities related to the Accounting Department, including processing system journal entries.
- Reviews account balances and prepare account reconciliations, proposes correcting entries.
- Assists in the preparation for the annual financial audit by preparing work papers and assembling documents.

- Monthly balancing of the city's procurement card (P-Card) purchases. Sends out user statements, sets up new vendors, resolves any discrepancies and journalizes the final completed entries.
- Responds to requests for employee verifications of employment (VOE).
- Responds to any unemployment claims, earning audits, and any other requests from the state or outside agency in coordination with the Human Resources Department and/or other Department Heads as required.
- Maintains monthly health insurance payment log for city retirees.
- Coordinates with outside agencies providing payments for retiree health insurance to ensure accurate payment amounts.
- Back up to Senior Accountant for Accounts Payable duties.
- Completes year end process for payroll, assists with balancing and submitting W-2 and 1095 Statements to the appropriate government agencies.
- May be assigned other duties within the Finance Department.

Competencies

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

Language and Reasoning Abilities:

- Ability to read, analyze and interpret general instructions, technical procedures and government regulations.
- Ability to write reports and business correspondence.
- Ability to effectively present information and respond to questions from elected officials, co-workers and the general public.
- Ability to effectively communicate.
- Ability to solve practical problems and deal with a variety of concrete variables.
- Ability to interpret a variety of instructions furnished in oral, written, diagram or schedule form.

Knowledge, Skills and Abilities:

- Knowledge of regulations, policies and procedures that apply to accounting and payroll.
- Experience with Microsoft Windows and Microsoft Office applications; including but not limited to Word, Excel, Outlook, etc.
- Ability to retain confidentiality of city employment, personnel and financial matters.

Mathematical Skills:

- Ability to work with mathematical concepts such as statistical inference, mathematics of finance involving present and future value of income streams and to perform the mathematics reasonably expected of a person with an accounting degree.

Supervisory Responsibilities
This position has no supervisory responsibilities.

Position Type and Expected Hours of Work
This is a full-time position. Normal days and hours of work are Monday through Friday, 8:00 a.m. to 5 p.m. Evenings and weekends as needed.

Travel
Travel is primarily locally during the business day. Occasional travel for training and seminars outside of the city.

Required Education/Training and Experience
An Associate's Degree in accounting or related field, along with a minimum of three years of experience in accounting, finance or payroll.

Preferred Education/Training and Experience
A bachelor's degree in accounting or related field, along with a minimum of two years of accounting experience preferably in a public sector.

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

Other Qualifications:
Excellent interpersonal/communication skills. Ability to deal diplomatically with the public and other city departments. Must have the ability to be bonded.

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

Possess the physical capacity to perform the duties of the position including, but not limited to, the following: frequent sitting, walking and standing; active listening; occasional lifting/carrying up to 10 lbs.; frequent stretching/reaching of arms; use of hands to type, handle objects, tools or controls, frequent arching of neck; occasional physical exertion moving, pulling, or pushing objects or materials up to 10 lbs.; ability to continuously bend, kneel, twist, stoop, squat, sit, etc.; and the ability to focus for long periods of time on projects or while working on computers.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job. An inside office environment with little to moderate noise. This position is responsible for a large number of time sensitive functions which result in frequent deadlines and psychological stress.

Equipment Used:
This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets, 10 key calculators, postage machine, folding machine and various computer printers and fax machines.

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

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

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

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

Payroll & Accounting Specialist

Classification
Non - Exempt

Department/Division
Finance/Accounting

Reports to
Assistant Finance Director

Summary/Objective
The Payroll & Accounting Specialist performs a variety of increasingly responsible accounting tasks. Responsible for processing the city's bi-weekly payroll. Requires regular application of mid-level technical accounting skills in responsibility areas. Supports the Finance Department front counter functions as necessary.

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

- Processes the city's bi-weekly computerized payroll, which includes maintenance of employee pay history records, calculating pay adjustments, calculating and maintaining fringe benefit records, auditing time reports, pay requests and mileage reports.
- Processes payroll deductions for all employee benefits plans, union dues, wage assignments; including all required tax withholdings. Trains new employees who are utilizing the automated BS&A timesheets on how to record hours.
- Assists with maintaining computerized accounting system in accordance with generally accepted accounting principles.
- Assists in the training and education of personnel on accounting functions, ie running reports, entering AP, looking up information in AP and GL.
- Performs computer system operations and activities related to the Accounting Department, including processing system journal entries.
- Reviews account balances and prepare account reconciliations, proposes correcting entries.
- Assists in the preparation for the annual financial audit by preparing work papers and assembling documents.

- Monthly balancing of the city’s procurement card (P-Card) purchases. Sends out user statements, sets up new vendors, resolves any discrepancies and journalizes the final completed entries.
- Responds to requests for employee verifications of employment (VOE).
- Responds to any unemployment claims, earning audits, and any other requests from the state or outside agency in coordination with the Human Resources Department and/or other Department Heads as required.
- Maintains monthly health insurance payment log for city retirees.
- Coordinates with outside agencies providing payments for retiree health insurance to ensure accurate payment amounts.
- Back up to Senior Accountant for Accounts Payable duties.
- Completes year end process for payroll, assists with balancing and submitting W-2 and 1095 Statements to the appropriate government agencies.
- May be assigned other duties within the Finance Department.

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

Language and Reasoning Abilities:
- Ability to read, analyze and interpret general instructions, technical procedures and government regulations.
- Ability to write reports and business correspondence.
- Ability to effectively present information and respond to questions from elected officials, co-workers and the general public.
- Ability to effectively communicate.
- Ability to solve practical problems and deal with a variety of concrete variables.
- Ability to interpret a variety of instructions furnished in oral, written, diagram or schedule form.

Knowledge, Skills and Abilities:
- Knowledge of regulations, policies and procedures that apply to accounting and payroll.
- Experience with Microsoft Windows and Microsoft Office applications; including but not limited to Word, Excel, Outlook, etc.
- Ability to retain confidentiality of city employment, personnel and financial matters.

Mathematical Skills:

- Ability to work with mathematical concepts such as statistical inference, mathematics of finance involving present and future value of income streams and to perform the mathematics reasonably expected of a person with an accounting degree.

Supervisory Responsibilities
This position has no supervisory responsibilities.

Position Type and Expected Hours of Work
This is a full-time position. Normal days and hours of work are Monday through Friday, 8:00 a.m. to 5 p.m. Evenings and weekends as needed.

Travel
Travel is primarily locally during the business day. Occasional travel for training and seminars outside of the city.

Required Education/Training and Experience
An Associate's Degree in accounting or related field, along with a minimum of three years of experience in accounting, finance or payroll.

Preferred Education/Training and Experience
A bachelor's degree in accounting or related field, along with a minimum of two years of accounting experience preferably in a public sector.

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

Other Qualifications:
Excellent interpersonal/communication skills. Ability to deal diplomatically with the public and other city departments. Must have the ability to be bonded.

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

Possess the physical capacity to perform the duties of the position including, but not limited to, the following: frequent sitting, walking and standing; active listening; occasional lifting/carrying up to 10 lbs.; frequent stretching/reaching of arms; use of hands to type, handle objects, tools or controls, frequent arching of neck; occasional physical exertion moving, pulling, or pushing objects or materials up to 10 lbs.; ability to continuously bend, kneel, twist, stoop, squat, sit, etc.; and the ability to focus for long periods of time on projects or while working on computers.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job. An inside office environment with little to moderate noise. This position is responsible for a large number of time sensitive functions which result in frequent deadlines and psychological stress.

Equipment Used:
This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets, 10 key calculators, postage machine, folding machine and various computer printers and fax machines.

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

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

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

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

PACKETS FOR WEDNESDAY, 1 / 10 / 2024 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	12/28/2023	$	911,580.02
AP CHECKS	1/5/2024	$	137,449.58
AP CHECKS		$	
AP CHECKS		$	
P-CARDS		$	
	TOTAL	$	1,049,029.60

CC: PAULA

CC: FINANCE FOLDER

LOCAL GOVERNMENT INVESTMENT POOL

November 2023 Statement

October Ending Balance		$	26,072,559.58
1 Deposit (s) in November			815,223.07
1 Withdrawal(s) in November			1,250,000.00
November Interest Earnings @ 5.39%			116,675.75
	TOTAL	$	25,754,458.40

NOVEMBER 2023
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	$736,016.99	12/31/2001	variable		$30.25	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	$6,644,280.48	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	$148,205.90					
Ehlers Investment Partners X- GRD 2021B	$531,405.21	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	$3,020,807.42					
Ehlers Investment Partnes X - 2022A X-3025	$1,487,690.82					
Associated Bank Investments	$6,428,632.35	3/15/2022	variable			
Totals	$18,997,039.17				$30.25	

<u>LOCAL GOVERNMENT INVESTMENT POOL</u>

December 2023 Statement

November Ending Balance		$	25,754,458.40
3 Deposit (s) in December			10,000,000.00
3 Withdrawal(s) in December			1,560,000.00
December Interest Earnings @ 5.38%			117,450.17
	TOTAL	$	34,311,908.57

DECEMBER 2023
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	$2,605,838.34	12/31/2001	variable		$46.75	21901270
Ehlers Investment Partners X-2055705 GRD GEN INV	$6,689,963.86	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	$148,794.89					
Ehlers Investment Partners X- GRD 2021B	$533,394.19	7/1/2021	variable			
Ehlers Investment Partnes X - ARPA	$3,032,196.15					
Ehlers Investment Partnes X - 2022A X-3025	$1,383,902.46					
Associated Bank Investments	$6,487,009.18	3/15/2022	variable			
Totals	$20,881,099.07				$46.75	

BUDGET REPORT FOR GREENFIELD
Fund: 010 GENERAL

Calculations as of 11/30/2023

ACCOUNT CLASSIFICA AND FUNCTION	DESCRIPTION	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 11/30/23	BALANCE REMAINING
ESTIMATED REVENUES					
TAXES	TAXES	19,668,963	20,139,625	20,075,162	64,463.00
INTGOV	INTERGOVERNMENTAL	4,201,440	4,180,894	2,615,417	1,565,477.00
L&P	LICENSES AND PERMITS	1,298,719	1,219,300	1,031,714	187,586.00
FINES	FINES-FORFEITS-PENALTIES	690,209	803,000	779,587	23,413.00
CHRG	PUBLIC CHARGE FOR SERVICE	2,120,576	1,960,500	2,133,801	(173,301.00)
INT CHRG	INTERGOVERNMENTAL CHARGES	1,365,014	1,353,727	1,014,290	339,437.00
MISC REV	MISCELLANEOUS REVENUE	370,911	382,969	569,042	(186,073.00)
OTH FIN	OTHER FINANCING SOURCES	73,705	748,276		748,276.00
TOTAL ESTIMATED REVENUES		29,789,537	30,788,291	28,219,013	2,569,278.00
APPROPRIATIONS					
GENERAL	GENERAL GOVERNMENT	3,831,659	4,051,447	3,646,177	405,270.00
PS	PUBLIC SAFETY	19,126,618	20,227,742	17,187,694	3,040,048.00
PW	PUBLIC WORKS	3,874,226	3,981,096	3,998,602	(17,506.00)
HHS	HEALTH AND HUMAN SERVICES	911,629	976,750	510,405	466,345.00
CRE	CULTURE, REC AND EDUCATION	1,139,612	1,293,176	1,053,468	239,708.00
PD	PLANNING AND DEVELOPMENT	200,050	243,080	164,932	78,148.00
OTHER	OTHER FINANCING SOURCES(USES)	360,558	15,000	84,118	(69,118.00)
TOTAL APPROPRIATIONS		29,444,352	30,788,291	26,645,396	4,142,895.00
NET OF REVENUES/APPROPRIATIONS - FUND 010		345,185		1,573,617	1,573,617.00
BEGINNING FUND BALANCE		9,115,224	9,460,411	9,460,411	
ENDING FUND BALANCE		9,460,409	9,460,411	11,034,028	