

The Facebook page for the Economic Development Commission (<https://www.facebook.com/forwardfranklin/>) will be live streaming the Common Council meeting so that the public will be able to watch and listen to the meeting.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, JULY 7, 2020, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcement – Franklin Emergency Operation Command Staff COVID-19 Update.
- C. Approval of Minutes of Regular Common Council Meeting of June 16, 2020.
- D. Hearings.
- E. Organizational Business – Mayoral Appointments:
 - 1. Daniel S. Duchniak, 3647 W. Forest Hill Avenue (Aldermanic District 5), to the Board of Water Commissioners for a 5-year term, expiring 9/30/2021.
 - 2. Janice Coenen, 7316 S. 77th Street (Aldermanic District 2), to the Parks Commission for a 3-year term, expiring 4/30/2021.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) Request for approval to allow the Fire Department to dispose of decommissioned pumper (engine), two decommissioned ambulance chassis, and three obsolete Stryker power cots.
 - (b) Report on Expenditures related to the COVID-19 Public Health Emergency thru July 1, 2020.
 - (c) Authorization to Participate in the Wisconsin Elections Commission (WEC) Coronavirus Aid, Relief and Economic Security (CARES) Act Subgrant Program.
 - (d) Request to allow the Director of Health and Human Services to accept the CARES Act funding for disease investigation, increased testing capacity, and pandemic response plans.

2. A Resolution to Amend a Resolution in Ratification of a Proclamation Declaring a Public Health Emergency In Response to the Coronavirus Disease 2019 (Covid-19), As Amended, to Extend the Time Period of the Public Health Emergency for Forty (40) Days.
3. Authorization to Execute Contract with Maxim Healthcare Staffing Services, Inc. for COVID-19 Case Follow-Up and Contact Tracing.
4. Authorization for the Director of Health and Human Services to move forward with upgrades from Software Expressions for an Eligibility Module and allow the signing of a contract with Waystar Clearinghouse to improve immunization clinic processes.
5. Concept Review for a multi-family residential development with 336 units in 21 two-story apartment buildings (8301 W. Old Loomis Road) (Thompson Thrift Development, Inc., Applicant).
6. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Wrestling Gymnasium and Instruction Use Upon Property Located at 9760 South 60th Street (Benjamin M. Askren, Askren Wrestling Academy, LLC, Applicant, Askren Properties, LLC, Property Owner).
7. A Resolution to Reimburse Oakwood at Ryan Creek, LLC For Installation of an Oversized Water Main Through Ryanwood Manor Subdivision Phase 1 and Ryanwood Manor Subdivision Addition 1 From the Water Impact Fee Fund in the Amount of \$317,130.
8. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Allow for Enterprise Rent-A-Car Office Space Within Ewald Truck Center for an Automobile Rentals Use Upon Property Located at 6321 South 108th Street (Enterprise Rent-A-Car Company of Wisconsin, LLC, Applicant, CDBT 6321 Real Estate, LLC, Property Owner).
9. Request to grant exemption from requirement to connect to water main at 10475 W. St. Martins Road (Tax Key No. 800-9999-001).
10. Underground drainage tile at 8956 S. 116th Street (Tax Key No. 845-9997-001).
11. Commercial and industrial promotion of Franklin Business and Industrial Parks via Site Selection Magazine \$19,000 Advertising Package, Fiscal Year 2020-2021.
12. Business View Magazine Franklin feature supported by Key Vendor Advertising.
13. A Resolution to Award 2020 City Hall Sign Project to Michael's Signs, Inc. in the Amount of \$39,000.
14. A Resolution to Award 2020 Gateway Signs Project to Lemberg Electric Company, Inc. in the amount of \$63,524.98.
15. Approval of landscaping quote for City Hall building perimeter landscaping from Johnson's Nursery for \$24,635.98.
16. A Resolution to Authorize Change Order No. 1 for the S. 68th Street Vertical Alignment Improvements Project for an Increase in the Amount of \$22,983.74.
17. A Resolution to Award 2020 Rawson Homes Pavement Project to Stark Pavement Corporation in the amount of \$194,729.30.
18. A Resolution for Participation in a Construction Contract per Intergovernmental Agreement with the City of Waukesha Water Utility for the S. 60th Street Sewer Project.
19. Investigation for a new parkland connected to a new water tower site on S. Lovers Lane Road (Tax Key Nos. 801-9986-000, 801-9985-000, 801-9984-000, and 801-9987-000).

Common Council Meeting Agenda

July 7, 2020

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- 20. 2020 Debt Issuance Planning.
- 21. Impact fee report on holding period update.
- 22. May 2020 Monthly Financial Report.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of July 7, 2020.

I. Bills

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours

[Note Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services
For additional information, contact the City Clerk's office at (414) 425-7500]

REMINDERS:

July 9	Plan Commission Meeting	7:00 p.m.
July 21	Common Council Meeting	6:30 p.m.
July 23	Plan Commission Meeting	7:00 p.m.
August 3	Committee of the Whole	6:30 p.m.
August 4	Common Council Meeting	6:30 p.m.
August 6	Plan Commission Meeting	7:00 p.m.
August 11	Partisan Primary Election	7:00 a.m. to 8:00 p.m.
August 18	Common Council Meeting	6:30 p.m.
August 20	Plan Commission Meeting	7:00 p.m.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>7/07/2020</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Boards and Commissions Appointments</p>	<p>ITEM NUMBER</p> <p><i>E.</i></p>

The Mayor has made the following appointments for Council confirmation:

Daniel S. Duchniak, 3647 W. Forest Hill Avenue (Aldermanic District 5), to the Board of Water Commissioners for a 5-year (unexpired) term, expiring 9/30/2021.

Janice Coenen, 7316 S. 77th Street (Aldermanic District 2), to the Parks Commission for a 3 year (unexpired) term, expiring 4/30/2021.

COUNCIL ACTION REQUESTED

Motion to confirm the Mayoral appointments of Daniel S. Duchniak to the Board of Water Commissioners for a 5-year term expiring 9/30/2021 and Janice Coenen to the Parks Commission for a 3-year term expiring 4/30/2021.

Sandi Wesolowski

Subject: FW Volunteer Fact Sheet

From: volunteerfactsheet@franklinwi.info <volunteerfactsheet@franklinwi.info>

Sent: Monday, May 18, 2020 11:24 AM

To: Lisa Huening <LHuening@franklinwi.gov>; Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>

Subject: Volunteer Fact Sheet

Name: Daniel Duchniak
PhoneNumber:
EmailAddress:
YearsasResident: 22
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: yes
CompanyNameJob1: City of Waukesha Water Utility
CompanyAddressJob1: 115 Dleaffield Street, Waukesha, WI 53188
TelephoneJob1: 2624094440
StartDateandPositionJob1: 1/2003 - General Manager
EndDateandPositionJob1: N/A
CompanyNameJob2: Oak Creek Water and Sewer Utility
AddressJob2: 170 W Drexel Ave, Oak Creek, WI 53154

TelephoneJob2: 414570-8210
StartDateandPositionJob2: 1/1994 - Utility Engineer
EndDateandPositionJob2: 1/2003 - Assistant General Manager

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature: Daniel S Duchniak

Date: 5-18-2020

Signature2: Daniel S Duchniak

Date2: 5-8-2020

Address: 3647 West Forest Hill Avenue

PriorityListing:

WhyInterested: I want to utilize the skills obtained through work experience to give back to the community. I believe my experience and knowledge of water utility operations and negotiations would be good fit for this commission.

DescriptionofDutiesJob1: Ensure compliance with applicable statutes, ordinances and regulatory mandates that require adequate, safe water supply. Manage operations to insure that the Utilities are profitable and solvent and in compliance with appropriate rules and standards. Maintain and add physical plant to meet water supply requirements in accordance with long and short range plans.

Administer policies, rules and regulations to maintain adequate water quality. Formulate and execute performance benchmark and improvement programs. Administer programs that foster teamwork and cooperation among employees including the adaption of a new management structure to encourage operational efficiencies throughout the organization. Coordinate Utility and municipal programs and services, and direct community outreach programs. Responsible for managing, overseeing and coordinating the various functions of the engineering, plant operations and distribution and collection divisions. Responsible for developing the capital and operating budgets of the divisions in accordance with guidelines set by the Water and Sewer Commission. Evaluation of department personnel needs, including hiring, performance evaluation and disciplinary actions for subordinates. Oversee the various functions provided by private companies through contract operations.

DescriptionofDutiesJob2:

AdditionalExperience: Served as Secretary/Treasurer for the Non-Profit Oak Creek Youth Sports Club. Served on various committees at St. Matthew Church.

ClientIP: 205.213.2.3

SessionID: s5h2lj5ca13vepbzza51qwlm

[See Current Results](#)

Sandi Wesolowski

Subject: FW Volunteer Fact Sheet-Janice Coenen

From: Steve Olson <steve-olson@wi.rr.com>
Sent: Thursday, June 25, 2020 12:08 PM
To: Shirley Roberts <SRoberts@franklinwi.gov>; Sandi Wesolowski <SWesolowski@franklinwi.gov>
Cc: Shari Hanneman <SHanneman@franklinwi.gov>
Subject: FW: Volunteer Fact Sheet-Janice Coenen

Appoint to parks

From: volunteerfactsheet@franklinwi.info <volunteerfactsheet@franklinwi.info>
Sent: Thursday, May 21, 2020 8:34 PM
To: Lisa Huening <LHuening@franklinwi.gov>; Shirley Roberts <SRoberts@franklinwi.gov>; Sandi Wesolowski <SWesolowski@franklinwi.gov>
Subject: Volunteer Fact Sheet

Name:	Janice Coenen
PhoneNumber:	
EmailAddress:	
YearsasResident:	34
Alderman:	1
ArchitecturalBoard:	no
CivicCelebrations:	no
CommunityDevelopmentAuthority:	no
EconomicDevelopmentCommission:	no
EnvironmentalCommission:	no
FinanceCommittee:	no
FairCommission:	no
BoardofHealth:	no
FirePoliceCommission:	no
ParksCommission:	yes
LibraryBoard:	no
PlanCommission:	no
PersonnelCommittee:	no
BoardofReview:	no
BoardofPublicWorks:	no
QuarryMonitoringCommittee:	no
TechnologyCommission:	no
TourismCommission:	no
BoardofZoning:	no

WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Ascension Medical
CompanyAddressJob1: 7400 W. Rawson Ave.
TelephoneJob1: 414-425-7000
StartDateandPositionJob1: 08-01-2018
EndDateandPositionJob1:
CompanyNameJob2: Pick and Save
AddressJob2: 7201 S. 76th St. Franklin
TelephoneJob2: 414-427-8100
StartDateandPositionJob2: August 2017
EndDateandPositionJob2:
CompanyNameJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Janice M. Coenen
Date: 05/21/2020
Signature2: Janice Coenen
Date2: 05/21/2020
Address: 7316 S 77TH ST
PriorityListing:
WhyInterested: I enjoy nature and want to make sure all our parks are well maintained and well used for all our citizens and taxpayers.
DescriptionofDutiesJob1: Patient Service Representative Check in patients, verify insurances, take phone messages regarding patients needs and prescriptions, assist in physicians daily needs.
DescriptionofDutiesJob2: Online grocery shopping, cashier
DescriptionofDutiesJob3:
AdditionalExperience: Throughout the years considering my many different job experiences, volunteer responsibilities, and overall people interactions I feel I would be a perfect fit for this position.
ClientIP: 72.128.108.4
SessionID: l3ivbsu4wbzbant5kqp5ydm3
[See Current Results](#)

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9. Tom Traynor, 7951 S. 43rd St., Ald. Dist. 5, to Personnel Committee for 3-year term expiring 4/30/23.

10. Jim Bartnicki, 7718 W. Terrace Dr., Ald. Dist. 2, to Board of Public Works for 3-year term expiring 4/30/23.

Seconded by Alderman Barber. On roll call, all voted Aye; motion carried.

RES. 2020-7636
FENCE INSTALLATION
(7244 S. DOVER HILL
CT.) (SCOTT A. AND
ANDREA L. MCELROY,
APPLICANTS)

G.4. Alderman Barber moved to adopt Resolution No. 2020-7636, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30 FOOT LANDSCAPE PLANTING BUFFER PLAT RESTRICTION, UPON LOT 8 IN DOVER HILL SUBDIVISION (7244 SOUTH DOVER HILL COURT, SCOTT A. AND ANDREA L. MCELROY, APPLICANTS), as recommended by the Plan Commission. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7637
APPROVE 2 LOT CSM
5112 W. RYAN ROAD
(ANUP KHULLAR,
APPLICANT)

G.5. Alderwoman Hanneman moved to adopt Resolution No. 2020-7637, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY MAP, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (ANUP K. KHULLAR, 5100 LLC, APPLICANT) (AT 5112 WEST RYAN ROAD). Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2020-7638
FACILITY USE
AGREEMENT REQUEST
AND CONFLICT
WAIVER FRANKLIN
PUBLIC SCHOOLS

G.6. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7638, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A FACILITY USE AGREEMENT WITH THE FRANKLIN PUBLIC SCHOOL DISTRICT AND TO ACCEPT AND CONSENT TO A WAIVER OF CONFLICT OF INTEREST TO ALLOW FOR VON BRIESEN & ROPER, S.C. TO REPRESENT THE DISTRICT WITH RESPECT TO AGREEMENT. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ORD. 2020-2436
UPDATE 9-1-1
CAPABILITIES

G.7. Alderwoman Hanneman moved to adopt Ordinance No. 2020-2436, AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE FOR \$16,130 OF GRANT RESOURCES AND \$26,884 OF POLICE APPROPRIATIONS FOR UPDATED 9-1-1 CAPABILITIES. Seconded by Alderwoman Wilhelm. On roll call, all voted Aye. Motion carried.

- ORD. 2020-2437
CARRY FORWARD
FUNDS-ECONOMIC
DEVELOPMENT
MARKETING AND
UPGRADES TO UDO
- G.8. Alderman Barber moved to adopt Ordinance No. 2020-2437, AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO CARRY FORWARD \$23,000 OF UNUSED ECONOMIC DEVELOPMENT APPROPRIATIONS TO APPROPRIATE EXPENDITURES FOR ECONOMIC DEVELOPMENT COMMISSION MARKETING APPROPRIATIONS AND UPGRADES TO THE UNIFIED DEVELOPMENT ORDINANCE. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.
- COVID 19 POSITIVE
CASE CONTACT
TRACING
- G.9. Alderman Barber moved to table to the July 7, 2020, Common Council meeting authorization for the Director of Public Health to Execute a Contact Tracing Contract with Maxim Healthcare Staffing Services, Inc. estimated at \$38,000. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- RES. 2020-7639
MMSD BIOFILTER
S. 36TH STREET
- G.10. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7639, A RESOLUTION TO PROVIDE CONSERVATION EASEMENT WITH THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT FOR THE SOUTH 36TH STREET BIOFILTER. Seconded by Alderman Nelson. All voted Aye; motion carried.
- ORD. 2020-2438
2020 TID BUDGET
AMENDMENTS TO
CARRYFORWARD 2019
PROJECTS NOT
COMPLETED IN 2019
- G.11. Alderwoman Hanneman moved to adopt Ordinance No. 2020-2438, AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR TID5 AND TID 6 TO CARRYFORWARD UNUSED 2019 APPROPRIATIONS AND DETAIL 2020 CONSTRUCTION APPROPRIATIONS IN TID 4 AND PROVIDE ADDITIONAL MUNICIPAL REVENUE OBLIGATION APPROPRIATIONS IN TID 3. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.
- ORD. 2020-2439
PROPOSING THE
FINANCE COMMITTEE
REVIEW THE INITIAL
MAYOR'S
RECOMMENDED
BUDGET
- G.12. Alderman Barber moved to adopt Ordinance No. 2020-2439, AN ORDINANCE TO REPEAL AND RECREATE SECTIONS 13-1. THROUGH 13-3. OF THE FRANKLIN MUNICIPAL CODE, CHAPTER 13, "BUDGET", IN ORDER TO AMEND THE BUDGET PROCESS, INCLUDING DELEGATING TO THE FINANCE COMMITTEE THE RESPONSIBILITY FOR THE INITIAL REVIEW OF THE MAYOR'S RECOMMENDED ANNUAL BUDGET. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.
- COVID-19
EXPENDITURES
- G.13. Alderman Nelson moved to place on file the report on expenditures related to the COVID-19 Public Health Emergency through June 11,

2020. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

2020 ST. MARTINS
LABOR DAY FAIR

G.14. Alderman Barber moved to cancel the 2020 St. Martins Labor Day Fair, September 6 and 7, 2020. Seconded by Alderwoman Hanneman. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderwoman Hanneman, and Alderman Barber voted Aye; Alderman Nelson voted No. Motion carried.

LICENSES AND
PERMITS

H. Alderwoman Hanneman moved to approve the following license recommendations from the License Committee meeting of June 16, 2020:

Grant 2019-2020 Operator licenses to Mason D Church, 17321 W Horizon Dr., New Berlin;

Grant 2019-2020 and 2020-2021 Operator licenses to: Mikayla K Baird, 3560 N Oakland Ave., Shorewood; Sara A Bryant, 3925 W Denis Ave., Greenfield; Anthony Chatfield, 10224 W Forest Home Ave. #319, Hales Corners; Jacquelyn M Huettl, 5970 S 32nd St., Greenfield; Emma K Pfeifer, 5695 S Meadow Park Dr., Hales Corners; Christina Potis, 18600 W National Ave., New Berlin; Faten S Salem, 1785 W Meyer Ln. #16203, Oak Creek;

Grant 2020-2021 Operator licenses to: Sandy Gallagher, 1923 Grange Ave., Racine; Paul Robinson, 4201 S Taylor Ave., Milwaukee; Melissa K Waulters, 6605 W Howard Ave., Milwaukee; Kayla M Corona, 315 E Fieldstone Cir. # 3, Oak Creek; Anaka C Schwulst, 2134 W 7 Mile Rd., Franksville; Daniel P Bartels, 8489 S Golden Lake Ct., Franklin; Terrance M Cantwell, 800 E Henry Clay St. #104, Whitefish Bay; Crystal Castellon, 4322 S 20th St., Milwaukee; Owen Charnon, S72W12501 Tess Corners Dr., Muskego; Amanda Connolly 2926 River Valley Rd., Waukesha; Jennifer B Geske, 460 Raynor Ave, Franksville; Lisa M Hansen, 14000 60th St., Bristol; William R Pengelly IV, 1808 W Meyer Ln. #5106, Oak Creek; Tyler Peterson, 8800 Greenhill Ln., Greendale; Amy Radaj, 1819 S 12th St., Milwaukee; Angela M Rinelli, 2100 W Henry Ave., Milwaukee; Carrie J Rosin, 3159 S 39th St., Milwaukee; Jessica L Rozek, 3222 S 38th St., Milwaukee; Tamika C Walker, 1124 White Rock Ave., Waukesha; Lauren E Adamczyk, 3911 W Jerelin Dr., Franklin; Qyinn M Applin, 4521 W Ramsey Ave. #65, Greendale; Nicole E Baker, 7554 S 75th St., Franklin; Leesa R Bearder, 9644 S 31st St., Franklin; Jefferson M Calimlim, 9125 Sura Ln. #222, Greenfield; Joseph A Cauley, 1813 S 70th St., West Allis; Tadeusz A Cieslak, 4226 Tumblewood Ln., Greendale; Milan Djurina, 2326 W Clayton Crest, Milwaukee; Christine L DuCharme, 7811 S Scepter Dr. #4, Franklin; Madeline A Gernhauser, 1124 Sundance Ln., Racine; Shelby Gilbert,

947 Perkins Ave., Waukesha; Patricia A Greer, 1702 E Eden Pl., St. Francis; Jody L Haase, 2431 W Carroll Ave., Oak Creek; Kendrick W Hoehn, 1008 Montclair Dr., Racine; Kenneth C Humont, 7119 W Jordan Ct., Franklin; Justin D Kagerbauer, S86W18930 Woods Rd. #301, Muskego; Vasim S Khudarathullah, 13455 W Fountain Dr., New Berlin; Taylor Klafka, 4785 S 82nd St., Greenfield; Kelly K Kuglitsch, 4358 S Louisiana Ave., Milwaukee; Apolonia Kust, 10845 W St. Martins Rd., Franklin; Christian J Lee, 8401 S 116th St., Franklin; Michael J Lloyd, 8908 W Verona Ct., Milwaukee; Kristen A Menzel, 13100 Northwestern Ave., Franksville; Samantha A Nelson, S75W16880 Gregory Dr., Apt D, Muskego; Jessica L Neu, 2217 W Hilltop Ln., Oak Creek; Camille M Nicolai, 7935 W Park Circle Way S, Franklin; Tyler K Okrzesik, 6010 S New York Ave., Cudahy; Lori A Otto, 5967 Oriole Ln., Greendale; Miranda R Peters, 49950 S Heritage Dr. #101, Greenfield; Richard G Rabiega, 7731 Cedar Ridge Ct., Franklin; Jean M Risacher Cavros, 4620 W Anita Ln., Franklin; Jenna Rozek, 8945 S 116th St., Franklin; Tinnia M Watson, 11130 W Morgan Ave., Greenfield; Julie A Wiltzius, 4889 S 72nd St., Greenfield; Raquel M Zalewski, 3625 W Ruskin St., Milwaukee;

Grant Change of Agent for Sam's Club #8167, Michelle L Peterson, 3983 W Heatheridge Dr.;

Grant 2020-2021 Entertainment & Amusement license to: Prime Timez, LLC, 6544 S Lovers Lane Rd.; and

Grant Extraordinary Entertainment & Special Event licenses to Federation of Croatian Societies, Croatian Park Croatian Festival, Thomas Krenz, on 7/18/2020 at 9100 S 76th St.

Seconded by Alderman Nelson. All voted Aye; motion carried.

(See reconsideration actions after Item I.)

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve the following:
City vouchers with an ending date of June 12, 2020 in the amount of \$1,614,024.43; and Payroll dated June 5, 2020 in the amount of \$396,145.36 and payments of the various payroll deductions in the amount of \$254,266.96 plus City matching payments; and estimated payroll dated June 19, 2020 in the amount of \$400,000 and payments of the various payroll deductions in the amount of \$415,000 plus City matching payments; and estimated payroll dated July 3, 2020 in the amount of \$388,000 and payments of various payroll deductions in the amount of \$217,000, plus City matching payments, and property tax disbursements with an ending date of June 12, 2020 in the amount of \$5,943,135.02 and the use of investment funds for tax settlements of \$3,240,216.68 and approval to release Library vouchers upon

approval by the Library Board not to exceed 15,000.00. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

RECONSIDERATION OF H.
LICENSE COMMITTEE
MOTION

Alderwoman Wilhelm moved to reconsider the action taken on Item H., Licenses and Permits. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Nelson moved to approve all recommendations of the License Committee as previously moved at Item H., with the exception of the Extraordinary Entertainment and Special Event for the Federation of Croatian Societies, Croatian Park Croatian Festival. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

Alderwoman Wilhelm moved to deny the Extraordinary Entertainment and Special Event for the Federation of Croatian Societies, Croatian Park Croatian Festival, Thomas Krenz, 9100 S. 76th St., Saturday, 7/18/2020. Seconded by Alderman Barber. On roll call, Alderwoman Wilhelm voted Aye; Alderman Nelson, Alderman Barber, Alderwoman Hanneman, and Alderman Dandrea voted No. Motion failed.

Alderman Nelson then moved to approve the Extraordinary Entertainment and Special Event for the Federation of Croatian Societies, Croatian Park Croatian Festival, Thomas Krenz, 9100 S. 76th St., Saturday, 7/18/2020, from 10 a.m. to 11 p.m., pursuant to their revised plan as presented at the License Committee meeting. Seconded by Alderman Barber. On roll call, Alderman Dandrea, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderwoman Wilhelm voted No. Motion carried.

POTENTIAL PROPERTY G.15.
ACQUISITIONS FOR
DEVELOPMENT OF W.
ELM RD. FOR TID 4
FRANKLIN CORPORATE
PARK

Alderman Dandrea moved to motion to enter closed session at 7:15 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisitions for the development of West Elm Road widening and public utilities public improvements for the Tax Incremental District No. 4 Franklin Corporate Park: 10627 South 27th Street, Tax Key Nos. 951-9996-002 (potential acquisition of approximately 5,969 square feet) and 951-9999-001 (potential acquisition of approximately 5,234 square feet); 3001 West Elm Road, Tax Key No. 978-9996-006 (potential acquisition of approximately 15,977 square feet); and 10613 South 27th Street, Tax Key No. 951-9996-009 (potential acquisition of approximately 24,008 square feet); and the investing of public funds and governmental actions in relation thereto and to effect such acquisitions, and to reenter open session at the same place thereafter

to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Alderman Mayer arrived at the meeting at 7:29 p.m.

Upon reentering open session at 7:53 p.m., Alderwoman Hanneman moved to authorize and approve the acquisition and purchase of Parcels 1 and 2 for the sum of \$260,000 and Parcel 6 for the sum of \$110,000 for a total of \$370,000; and authorize the City's Public Acquisition of Property consultant to proceed with the process pursuant to the City's consultant recommended acquisition process and to authorize the Director of Finance & Treasurer to issue checks in the aforesaid amounts. On roll call, Alderman Dandrea, Alderman Mayer, Alderwoman Wilhelm, Alderwoman Hanneman, and Alderman Barber voted Aye; Alderman Nelson voted No. Motion carried.

LEGAL OPINION
LETTER FROM
ATTORNEY PAUL
KENT, COUNSEL FOR
BEAR DEVELOPMENT

G.16. Alderman Nelson moved to enter closed session at 7:55 p.m. pursuant to Wis. Stat. § 19.85 (1)(g), to confer with legal counsel for the Common Council who is rendering oral or written advice concerning strategy to be adopted by the body with respect to potential litigation with regard to the Special Exception to Certain Natural Resource Provisions, Certified Survey Map and Site Plan applications (all related to properties within the Bear Development Ryan Meadows Development) by Mills Hotel Wyoming, LLC and Copart of Connecticut, Inc., respectively, in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye; motion carried.

The Common Council reentered open session at 9:32 p.m.

RES. 2020-7640
CONSERVATION
EASEMENT LOT 84
RYAN MEADOWS

G.3. Alderman Dandrea moved to adopt Resolution No. 2020-7640, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR LOT 84 OF RYAN MEADOWS (MILLS HOTEL WYOMING, LLC, APPLICANT) (GENERALLY ON THE EAST SIDE ON MONARCH DRIVE, SOUTH OF CHICORY STREET, AREA COMMONLY KNOWN AS AREA G), subject to technical corrections by staff. Seconded by Alderwoman Hanneman. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderwoman Hanneman, and Alderman Barber voted Aye; Alderman Mayer and Alderman Nelson voted No. Motion carried.

SPECIAL EXCEPTION
TO CERTAIN NATURAL
RESOURCE
PROVISIONS
(MILLS HOTEL
WYOMING, LLC,
APPLICANT)

G.1. Alderman Nelson moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Mills Hotel Wyoming, LLC, applicant, to allow for a Special Exception to Certain Natural Resource provisions of the City of Franklin Unified Development Ordinance, with the provisions set forth within that document upon which the Common Council hereby denies a Special Exception for such relief subject to minor and/or technical changes by the Department of City Development and the addition to the Decision document of a statement that “[w]hile recognizing the Caution regarding forward-looking statements in Part I thereof, the United States Securities and Exchange Commission Form 10-K Annual Report for the fiscal year ended July 31, 2019, for and submitted by Copart, Inc. on or about September 30, 2019, provides in part at p. 11: “[I]n the salvage vehicle remarketing industry, large numbers of wrecked vehicles are stored at storage facilities and during that time, spills of fuel, motor oil and other fluids may occur, resulting in soil, surface water or groundwater contamination.” Seconded by Alderman Barber. On roll call, Alderman Nelson, Alderman Barber, Alderwoman Hanneman, Alderwoman Wilhelm, and Alderman Mayer voted Aye; Alderman Dandrea voted No. Motion carried.

MEMORANDUM (CSM)
LOT 84 RYAN
MEADOWS

G.2. Alderman Nelson moved to adopt and approve the Memorandum as presented to the Common Council at this meeting regarding a 2 lot Certified Survey Map, being all of Lot 84 in Ryan Meadows, subject to minor and/or technical changes by the Department of City Development and the addition to the Memorandum document of a statement that “[w]hile recognizing the Caution regarding forward-looking statements in Part I thereof, the United States Securities and Exchange Commission Form 10-K Annual Report for the fiscal year ended July 31, 2019, for and submitted by Copart, Inc. on or about September 30, 2019, provides in part at p. 11: “[I]n the salvage vehicle remarketing industry, large numbers of wrecked vehicles are stored at storage facilities and during that time, spills of fuel, motor oil and other fluids may occur, resulting in soil, surface water or groundwater contamination.” Upon consideration of all of the information provided and reviewed, and considering the proposed use of the property, and that nearly half of the Lot 2 of the proposed certified survey map to be used for the proposed use storage of vehicles, is required to be protected by a conservation easement for a natural resources feature wetland, immediately adjacent to the proposed use, and the review and consideration of the application of the Wisconsin Statutes, Municipal Code and Wisconsin caselaw set forth below, and as emphasized therein, the Common Council hereby denies the Certified Survey Map Application because the proposed use does not promote the health, safety and welfare of the City and

the Community, is inconsistent with the character of the municipality, potentially would not protect or enhance the area and beyond natural resources features, and would not serve the encouragement of or be the most appropriate use of land in the proposed development area and throughout the municipality. The Common Council hereby denies the Certified Survey Map Application because the proposed use potential runoff off of potential oils and such drainage from damaged motor vehicles does not comply with §15-3.1106A. General Water Quality Standards of the Unified Development Ordinance. The Common Council hereby denies the Certified Survey Map Application because the proposed cul-de-sac does not comply with §15-5.0103A.1. Length, of the Unified Development Ordinance. The foregoing determinations are in addition to and in combination with the application of the provisions of law set forth below. [The 11 page Memorandum as adopted and approved is available for review in the City Clerk's Office.] Seconded by Alderman Barber. On roll call, Alderman Mayer, Alderwoman Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderman Dandrea voted No. Motion carried.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting at 9:30 p.m. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">7/07/2020</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council approval to allow the Fire Department to dispose of decommissioned pumper (engine), two decommissioned ambulance chassis, and three obsolete Stryker power cots</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.1.(a)</i></p>

The Fire Department is seeking council approval to dispose of a decommissioned pumper apparatus and two decommissioned ambulances, along with three Stryker Power Cots that have become obsolete.

The pumper is a 1999 Pierce responder that was replaced on schedule by the Seagrave Marauder pumper that was purchased in 2019. The engine has nearly 3,000 operating hours, and is increasingly unreliable electrically and mechanically and is of limited value as a reserve apparatus (the department intends to retain the current Engine 112 as a reserve if replaced on schedule in 2022).

The two ambulances are a 2008 Ford F-450 with approximately 116,000 miles that had been serving as the department's dive/rescue squad; and a 2009 E-450 with approximately 106,000 miles that had been a reserve ambulance.

The three Stryker Power Cots are 12-13 years old. They are functional and likely have some resale value, but they are unable to be upgraded in order to be compatible with the automatic loading system in the department's newer ambulances.

The Fire Department proposes selling the items on the online auction site wisconsinsurpluss.com, with any funds recovered being credited to the Equipment Replacement (vehicles) and Capital Outlay Fund (cots). Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department request to dispose of decommissioned fire apparatus, two decommissioned ambulance chassis, and three obsolete power cots, with any recouped funds returned to the Equipment Replacement Fund and/or General Fund.

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APPROVAL <i>slw PR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE July 7, 2020
REPORTS & RECOMMENDATIONS	Report on Expenditures related to the COVID-19 Public Health Emergency thru July 1, 2020	ITEM NUMBER <i>G.1.(6)</i>

Background

On March 17, 2020 the Common Council authorized spending up to \$250,000 in response to the COVID-19 Public Health Emergency.

Thru July 1, 2020, the City has spent \$132,369 (up from \$131,955 two weeks earlier) of Labor funds, \$49,889 (up from \$46,557 two weeks earlier) in operating costs (principally \$20,000 in extra postage for elections and other mailings), and \$17,183 on equipment. Details of the expenditures are:

	June 11	July 1
Elections	13,878	13,878
Info Systems	3,678	3,901
Admin – postage	10,000	10,000
Finance	128	128
Muni Buildings	1,793	2,270
Police	2,652	4,904
Fire	6,532	6,532
Highway	5,645	6,026
Parks	2,251	2,251
Total	46,557	49,889

Total expenditures and encumbrances are \$199,441 (up from \$185,195 on June 11).

The DRAFT 'Road to Recovery' claim (WI's administration of the Federal Public Health Emergency relief funding) for qualifying expenditures thru June 30 totaled \$138,318 including overtime, purchase of personal protection equipment & supplies, and equipment to address the pandemic.

The State has notified the Health Department of an additional \$300,000 Grant for health related expenditures. Another agenda item will consider a temporary help contract for contact tracing, which would be funded by this grant.

In addition, it appears that certain city resources are going to be negatively impacted, specifically, ambulance revenues are down \$128,000 from a year ago at the end of May, hotel tax receipts were 30% (\$21,500) below Q1 2019 for Q1 2020, as the major hotels have been effectively shut down, investment income on reduced interest rates (estimated to reduce annual revenues by \$80,000), the school liaison officer – approximately \$22,000 (with the school closed – the officer was not needed), and landfill siting revenues. These amounts total \$251,000 so far. It is too early to understand the total revenue shortfalls, but clearly there will be some sizable amounts.

COUNCIL ACTION REQUESTED

Information Only – no action requested.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">7/07/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization to Participate in the Wisconsin Elections Commission (WEC) Coronavirus Aid, Relief and Economic Security (CARES) Act Subgrant Program</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. I. (c)</i></p>

Attached is the announcement from the Wisconsin Elections Commission regarding the CARES Subgrant Program for pandemic-related expenditures for the 2020 elections. Based upon the number of registered voters in the City as of June 1, 2020, Franklin will receive approximately \$24,400. These funds are to be used in any of seven categories outlined in the Subgrant Agreement, Terms and Certification, which is also attached.

COUNCIL ACTION REQUESTED

Motion to approve participation in the Wisconsin Elections Commission (WEC) Coronavirus Aid, Relief and Economic Security (CARES) Act Subgrant Program and authorize execution of the Agreement, Terms and Certification.



Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P O Box 7984 | Madison WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

DATE: June 17, 2020

TO: Wisconsin Municipal Clerks
City of Milwaukee Election Commission
Wisconsin County Clerks
Milwaukee County Election Commission

FROM: Meagan Wolfe
Administrator

SUBJECT: WEC CARES Subgrant Program Announcement

- SUMMARY.** Under the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Wisconsin Elections Commission (WEC) was awarded funds on April 6th to help “prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.” The WEC produced a plan to distribute a majority of these funds to municipalities through the WEC CARES Subgrant program to help them prepare for the remainder of the 2020 election year.
- PROGRAM DESCRIPTION.** The Elections Commission authorized a \$4.1 million WEC CARES subgrant program for municipalities to offset pandemic-related elections costs. The approved WEC CARES Subgrant program provides a \$200 base amount plus an additional \$1.10/per registered voter. This means that if a municipality has 100 registered voters, the municipality will receive the base \$200 plus \$1.10/per those 100 registered voters. That total amount the municipality would receive is \$310.00.
- AUTHORIZED USES.** The WEC CARES Subgrant is for pandemic-related expenditures for the 2020 elections. The following are the allowable uses under the WEC CARES Subgrant:
 - ADDITIONAL BALLOT SUPPLIES, PRINTING, AND POSTAGE COSTS** for higher levels of absentee or vote by mail processes, including printers, scanners, and envelope openers costing less than \$5000 per unit.
 - ADDITIONAL CLEANING SUPPLIES, CLEANING SERVICES AND PROTECTIVE EQUIPMENT** including additional disinfectants, wipes, paper towels, deep cleaning services for polling places pre- and post-election, masks, gloves, gowns, face shields, plexiglass, thermometers and other equipment for staff and poll workers’ virus protection for in-person absentee voting sites, election day polling places and absentee central-count locations.
 - ADDITIONAL STAFFING** for processing of higher levels of absentee ballot requests and absentee ballot tabulation, resulting in expanded hours, overtime, and associated benefits costs

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Administrator
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for election staff and poll workers or unbudgeted temporary election staff or poll workers and for additional staffing for cleaning polling locations and creating other protective measures.

- (4) ADDITIONAL MAILINGS FOR PUBLIC COMMUNICATION of changes in registration, absentee ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process.
 - (5) ADDITIONAL ABSENTEE DROP-BOXES, installation, and security.
 - (6) ADDITIONAL SPACE LEASING for new polling places when existing sites are closed or relocated due to the pandemic.
 - (7) ACQUISITION OF ADDITIONAL EQUIPMENT necessary to process the higher volume of absentee ballots. This includes new automated letter opening equipment, paper folding machines, high speed or central count tabulators, and mobile IT equipment. (This "Equipment" category defined as costing equal or greater than \$5000 per unit. Equipment costs less than \$5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies. Additional reporting and documentation are required for allowable equipment purchases as outlined in the Code of Federal Regulations, Title 2 section 200.33. (2 CFR § 200.33))
4. **DOCUMENTATION & REPORTING.** Municipalities are asked to document all election pandemic-related expenses from January 20, 2020 to November 30, 2020 that fall under the seven categories above. These expenses can be tracked on the WEC CARES Expenditure Tracking template that will be provided by WEC Staff. Documentation includes anything that provides information on the purchase, such as receipts, invoices, payroll reports, etc. and explanations and justifications of how claimed expenditures qualify as pandemic related.

There will be a required check-in for municipalities between the August and November elections due on September 15, 2020. For this check-in, the WEC financial staff requires all municipalities that accepted funds to return a copy of the WEC CARES Expenditures Reporting template to elections.finance@wi.gov. This report will cover all claimed expenses under the four above categories from January 20th, 2020 to September 1st, 2020. The check-in report is to help clerks receive any guidance or ask any questions as it will relate to the final report due December 1st, 2020. WEC staff wants to ensure that clerks feel comfortable tracking expenditures and with the reporting requirements before the final deadline.

The final report due to the WEC will consist of an updated and complete WEC CARES Expenditures Reporting template from the September 15th check-in. The completed report will cover the entire January 20th, 2020 to November 30th, 2020 time period and is due December 1, 2020. This is an important deadline. If a report is not received by December 1, 2020, the jurisdiction may be required to return all subgrant funds received. Only the completed WEC CARES Expenditure Report template needs to be submitted; all receipts, invoices, and other documentation should not be submitted but must be maintained on file until December 30th, 2024.

5. **WHAT IF I NEED SOMETHING ELSE?** The WEC CARES Subgrant is a one-time subgrant award to help offset the additional costs that have been and will be incurred as they prepare for elections impacted by the COVID-19 pandemic. Please note that the State of Wisconsin will supply municipalities with cleaning supplies and protective equipment ahead of the August and November elections. If municipalities still have election related costs in those categories, those can be submitted to FEMA or Routes to Recovery for further reimbursement. As well, we have worked with the Department of Administration to understand their Routes to Recovery subgrant to ensure our subgrant compliments theirs and provides municipalities with the maximum access to available funds. Our recommendation is to focus your WEC CARES Subgrant funds toward preparing for the August and November elections as these are funds received immediately after the signed WEC CARES Agreement has been received by the WEC. As well, the WEC CARES Subgrant will cover all election-related pandemic expenditures until November 30, 2020, even if they have not been paid out by December 1, 2020. Per DOA guidance, the Routes to Recovery Grant will be a reimbursement of expenses already paid through October 30, 2020. For further information on the Routes to Recovery grant please go to <https://doa.wi.gov/Pages/LocalGovtsGrants/COVID-Grants.aspx>.

6. **HOW DO JURISDICTIONS APPLY?** Clerks must read, sign, and return the WEC CARES Subgrant Agreement and Certification form to elections.finance@wi.gov. These agreements need to be returned to WEC no later than September 1st, 2020. Subgrant awards will be issued as signed agreements are received. If you require a paper agreement be mailed to you, please contact the WEC Helpdesk at (608)261-2028.

7. **IMPORTANT DATES?** Below is a table of the important deadlines to remember:

Date	Description
January 20, 2020	Reporting period begins
September 1, 2020	Deadline for agreement
September 15, 2020	Check-In Due to WEC
November 30, 2020	Reporting Period Ends
December 1, 2020	Final WEC CARES Expenditure Report Due to WEC

8. **QUESTIONS?** If you have any questions or concerns please email the WEC Financial Team at elections.finance@wi.gov or call the WEC Helpdesk at (608)261-2028.

WEC CARES FAQs

1. How has the subgrant changed since the webinar?

The only change that has occurred for the WEC CARES Subgrant program is that clerks no longer need to document expenses outside what they receive for the subgrant award. Clerks will only need to document those expenses they are using the subgrant towards. Municipalities are then free to submit their other pandemic-related expenditures to other subgrant/reimbursement programs, for any expenditures that are not already being claimed under this subgrant.

2. Where did we come up with the \$1.10? If it is due to postage, why are they not receiving the funds for both future elections to cover both sets of postage costs?

We had originally conceived of and presented to the Commission a \$2.6M postage-based subgrant that would allocate funds based on a \$1.10/per registered voters * % expected turnout * % expected by-mail absentee requests for the August and November elections. However, this current \$4.1M subgrant expands the amount awarded because it is 100% of \$1.10 for each registered voter, not then lowered by expected turnout percentage and again by expected percentage of those being absentee.

This increased subgrant program, up \$1.5M since the postage-based iteration, should allow municipalities to supplement both absentee and in-person voting pandemic-related costs.

3. Can this money only be used for the August and November elections?

No, these can be used towards all 2020 elections for pandemic related expenses. At this time though, none of us are sure what the August and November elections will look like, and we recommend ensuring you are prepared for them before using the funds for past expenses.

4. If we believe the subgrant funds won't cover the extra expenses for the next two elections, is there a possibility of additional funds?

This is the only opportunity that the Commission has approved for CARES federal funds to be distributed to municipalities. For extra expenses outside the WEC CARES allocation, please research the FEMA and Routes to Recovery Grants as they will also assist with election-related expenses incurred due to the Pandemic.

5. Can counties receive funds? If not, what is a good response for the Provider/Relier relationship we want explained.

No, counties are not eligible to receive the WEC CARES Subgrant as it is a municipality based program.

6. What type of equipment/supplies are covered?

Equipment that is necessary to process the higher volume of absentee ballots is allowable. This could include new Dymo and regular printers, automated letter opening equipment, high speed or central count tabulators, and necessary additional laptops and mobile IT equipment.

Equipment costs equal or greater than \$5000 per unit should be tracked under the "Equipment"; unit costs less than \$5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies.

Plexiglass/Sneeze guards and thermometers for use in the elections as protection against the pandemic are all allowable and would be categorized under Cleaning/PPE.

7. Do we need to provide additional proof of purchases to WEC with the WEC CARES Expenditure Report?

No. (Please don't.) But you are required to have documentation for all reported expenditures and to retain this documentation until December 31, 2024, in case of audit.

8. What staffing expenses can be covered? Would only additional needed staff be covered, outside the usual number scheduled to a polling place?

Additional election expenditures due to the pandemic are all allowable. Additional staffing for the processing of higher levels of absentee ballot requests and absentee ballot tabulation, as overtime and benefits costs for election staff and poll workers or temporary election staff or poll workers as well as hazard pay (within reason) are allowable.

All staffing expenditures being claimed must have documentation that justifies how that expenditure is additional and due to the pandemic. That documentation might include a comparison to the presidential elections in 2018 for the number of absentee ballot requests and processing or staffing time and/or documentation of time spent on pandemic-specific tasks such as cleaning polling places, setting up social distancing, and other additional safety measures.

9. In order to appropriately plan the use of funds, do we know what supplies and when they will be provided by WEC again through the \$500,000 commission approved? Do we know anything about NG Troops coming in to assist again?

The Commission approved \$550,000 for WEC to procure and disseminate sanitation supplies to municipalities for the August and November elections. We expect the supplies will be similar to what was previously received (sanitizer, spray bottles, isopropyl wipes, surgical masks, gloves, pens, painters tape, signage). Once again, WEC staff intends to coordinate this effort through the county clerks. They should be expecting a communication from us soon asking them to reach out to their municipalities to gauge the amount of supplies each municipality will need. Please respond to your county clerks timely and remember to take in

to account the number of polling places you will have open (and the number of poll workers) to accurately order supplies, especially the PPE (masks & gloves). WEC staff will work with the State Emergency Operations Center to procure and disseminate supplies to county clerk offices by the end of July. We hope that having the supplies in advance will help better prepare.

As it relates to the assistance of National Guard Servicemembers for August and November, please do solely rely on this option. While we have been able to get approval from the Governor and the Adjutant General for assistance during the April and May elections, WEC staff encourages clerks to continue to solicit volunteers through your communities. While none of know what the rest of the year will look like as it relates to Coronavirus, we will continue to monitor the need for poll workers as we approach each of the elections. Should a serious need arise, it is possible for WEC staff to request assistance from the National Guard, but please remember that we do not have any control over whether the request will be approved, and if it is approved, how many servicemembers will actually be available to assist with the mission.



Wisconsin Elections Commission

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2020 HAVA CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) SUBGRANT PROGRAM

WEC CARES SUBGRANT AGREEMENT, TERMS AND CERTIFICATION

The purpose of this agreement is to certify that my jurisdiction will use the CARES Subgrant funds solely for costs incurred due to the pandemic affecting the 2020 federal elections and in accordance with the Code of Federal Regulations (CFR) Title 2, and the Wisconsin Election Commission's (the Commission's) documentation retention and reporting requirements.

I. ALLOWABLE USES

Purpose and Use of Funds. The CARES Act makes clear that grant funds are for ADDITIONAL costs associated with the national emergency related to coronavirus and are to be spent *"to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle"* Additional costs are those incurred outside of the jurisdiction's budgeted costs for the 2020 federal elections or those costs that are solely incurred due to the pandemic. For the purpose of this subgrant, those allowable uses span the period **January 20, 2020 through November 30, 2020** and include the seven following categories:

1. **ADDITIONAL BALLOT SUPPLIES, PRINTING, AND POSTAGE COSTS** for higher levels of absentee or vote by mail processes, including printers, scanners, and envelope openers costing less than \$5000 per unit.
2. **ADDITIONAL CLEANING SUPPLIES, CLEANING SERVICES AND PROTECTIVE EQUIPMENT** including additional disinfectants, wipes, paper towels, deep cleaning services for polling places pre- and post-election, masks, gloves, gowns, face shields, plexiglass, thermometers and other equipment for staff and poll workers' virus protection for in-person absentee voting sites, election day polling places and absentee central-count locations.
3. **ADDITIONAL STAFFING FOR PROCESSING** of higher levels of absentee ballot requests and absentee ballot tabulation, as expanded hours, overtime, Hazard Pay and associated benefits costs for election staff and poll workers or unbudgeted temporary election staff or poll workers and for additional staffing for cleaning polling locations and creating other protective measures.
4. **ADDITIONAL MAILINGS FOR PUBLIC COMMUNICATION** of changes in registration, absentee ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process.

Wisconsin Elections Commissioners

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Administrator
Meagan Wolfe

5. ADDITIONAL ABSENTEE DROP-BOXES, installation, and security.
6. ADDITIONAL SPACE LEASING for new polling places when existing sites are closed or relocated due to the pandemic.
7. ACQUISITION OF ADDITIONAL EQUIPMENT necessary to process the higher volume of absentee ballots. This includes new automated letter opening equipment, paper folding machines, high speed or central count tabulators, and mobile IT equipment. (This "Equipment" category defined as costing equal or greater than \$5000 per unit. Equipment costs less than \$5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies. Additional reporting and documentation are required for allowable equipment purchases as outlined in the below referenced CFR sections.)
Per the Code of Federal Regulations, Title 2 (2 CFR) §200.33:
"Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000 See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200 89 Special purpose equipment, and 200 94 Supplies."

II. DOCUMENTATION, AUDIT, AND REPORTING

DOCUMENTATION: The receiving jurisdiction must maintain all documentation of purchases made using subgrant funds provided by this subgrant until December 31, 2024. Documentation includes receipts, invoices, payroll reports, etc. and notations to document that claimed expenditures are due to the pandemic.

A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. Such original purchasing documentation and inventory lists shall be retained by the receiving jurisdiction until the WEC authorizes destruction of said records.

AUDIT: All subgrant funds are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws.

Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a municipality under the subgrant, the municipality shall repay the amount of the subgrant to the Commission.

REPORTING: September 15, 2020 and December 1, 2020. A Check-In is due September 15, 2020 that covers the period of January 20, 2020 – September 1, 2020. The final report is due December 1, 2020, covering January 20, 2020 – November 30, 2020. By those two deadlines, all receiving jurisdictions must complete and submit to the Commission the WEC CARES Subgrant Expenditures Reporting template for the corresponding period reporting the total pandemic-related election expenditures claimed in the seven categories listed below and detailed above:

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

1. **Ballots/Ballot Supplies/Printing/Postage**
2. **Cleaning Supplies & Services / Protective Equipment**
3. **Additional Staffing**
4. **Public Communications**
5. **Absentee Ballot Drop-Boxes**
6. **Additional Leasing**
7. **Equipment**

III. TIMELINES

- **EXPENDITURE PERIOD:** January 20, 2020 – November 30, 2020. Allowable expenses must have been incurred between January 20, 2020 through November 30, 2020. All bills/invoices do NOT have to be paid by November 30, 2020, but the expenses need to be incurred by that date to qualify under the subgrant.
- **SUBGRANT AGREEMENT RETURN DEADLINE:** September 1, 2020. The Commission will expedite the disbursement of funds as the agreements are received. Commission staff will award subgrants as a \$200 base subgrant plus an additional \$1.10 per registered voter as of June 1, 2020. Subgrant allocation is within the sole discretion of the Commission staff administering the subgrant program. Subgrant funds may be received through electronic transfer to a jurisdiction's shared revenues account (if available) or a physical check may be sent to a jurisdiction's shared revenues location. For questions related to the processing of subgrant checks, please contact the Commission's financial team via the WEC Help Desk at (608) 261-2028 or elections.finance@wi.gov
- **PANDEMIC EXPENDITURE REPORTING DEADLINES:** Check-In September 15, 2020 and Final Report December 1, 2020. The jurisdiction's final report of all sufficiently documented pandemic expenditures in the seven categories listed in Section II of this agreement, is due December 1, 2020. This deadline allows the Commission's financial staff to meet its federal grant reporting deadlines, therefore it is important for jurisdictions to file the final expenditure report on time. The Commission will provide to participating jurisdictions a template report, and the jurisdiction will fill in the seven total expenditure amounts for the seven categories in Section II of this agreement. This is an important deadline. If a report is not received by December 1, 2020, the jurisdiction may be required to return all subgrant funds received. The same report is to be used for the September 15, 2020 Check-In but covering the period of January 20, 2020 – September 1, 2020.
- **RETURN OF UNUSED FUNDS:** December 15, 2020. Jurisdictions must return any unused subgrant funds by December 15, 2020. Also, if a jurisdiction fails to submit a Pandemic Expenditure Report by December 1, 2020, the jurisdiction may be required to return all subgrant funds received.

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

–
Administrator
Meagan Wolfe

IV. CERTIFICATIONS

Federal and State law require jurisdictions receiving subgrants to certify that they will comply with the terms of the subgrant. By signing and returning this agreement, your jurisdiction certifies the following:

- As the receiving jurisdiction, we certify that we will solely use the WEC CARES Subgrant funds for costs incurred due to the pandemic affecting the 2020 federal elections.
- As the receiving jurisdiction, we certify that we do or will have the necessary processes and systems in place to comply with the reporting requirements.
- As the receiving jurisdiction, we will maintain all documentation of purchases made using subgrant funds provided in this subgrant until December 31, 2024.
- As the receiving jurisdiction, we will return any unused funds by December 15, 2020.
- As the receiving jurisdiction, by September 15, 2020 and December 1, 2020 we will submit to the Commission a simple report of the total expenditures in the seven categories detailed above: 1. Ballots/Ballot Supplies/Printing/Postage, 2. Cleaning/PPE, 3. Staffing, 4. Public Communications, 5. Absentee Ballot Drop-Boxes, 6. Space Leasing/Polling Place Relocation, and 7. Equipment.
- As the receiving jurisdiction, we further certify that we will follow all state and federal laws, including adherence to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) found here: (<https://www.govinfo.gov/app/collection/cfr/2019/>)

V. SIGNATURE

Please enter your name and the date of certification below to certify the above and *return via your official email* address to elections.finance@wi.gov.

Receiving Jurisdiction's Name and County Franklin, Milwaukee County

Signature _____ Date 7/08/2020
Stephen R. Olson, Mayor

Signature _____ Date 7/08/2020
Sandra L. Wesolowski, Director of Clerk Services/City Clerk

Signature _____ Date _____
Paul A. Rotzenberg, Director of Finance & Treasurer

Approved as to form:

Jesse A. Wesolowski, City Attorney

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/07/2020
Reports and Recommendations	Motion to allow the Director of Health and Human Services to accept the CARES Act funding for disease investigation, increased testing capacity, and pandemic response plans.	ITEM NUMBER <i>G.1.(d)</i>

Background: The Wisconsin Division of Health Services received federal grant dollars from the CARES Act to be distributed to local health departments to aid in COVID-19 pandemic response. Four grants were awarded to the Franklin Health Department (FHD) totaling \$427,341.

- Control of Emerging Infectious Disease (\$16,300)
- COVID-19 Test Coordination (\$73,600)
- COVID-19 Pandemic Planning (\$30,000)
- COVID-19 Contact Tracing (\$307,441)

Analysis: The purpose of this funding is to assist the local health departments continue their response to the COVID-19 pandemic. Funding for controlling emerging infectious disease is necessary to maintain proper protective measures and includes funding for health department personal protective equipment, staff time in pandemic response, and any additional COVID-19 supplies or equipment needs. FHD plans to partner with other health departments within our emergency preparedness zone (Greenfield, Greendale, and Hales Corners) and work with our healthcare system partners to improve access to COVID-19 testing in the southwestern corner of Milwaukee County. Increased testing will assist in determining disease burden in Franklin and drive our infection control efforts. FHD will work with other City departments and regional health departments to revise the current pandemic plans to ensure future pandemic planning includes infection control measures for new/novel diseases. Contact tracing is the most important step in controlling the spread of COVID-19, funding has been allocated to local health departments to increase staffing levels to assist in the investigation of those who test positive and to help locate and provide education to their close contacts. Contact tracing funding is available to hire additional staff as well as provide any additional equipment needed for those staff to perform their roles within the health department. FHD is requesting assistance through a temp agency, MAXIM Healthcare Solutions to fill this staffing void.

Fiscal Note: Without the additional grant funds above, it will be difficult to continue our COVID-19 response at the level we've been at for the last four months while also providing other public health needs within the Franklin community.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the acceptance of the CARES Act funding for disease investigation, increased testing capacity, and pandemic response plans.



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
FRANKLIN HD
for
2020 DPH Consolidated Contract

DPH Contract No.: 43570-2
Agreement Amount: \$427,341
Agreement Term Period: **10/1/2019- 9/30/2021**
CARS Pre-Packet No: 16423

DHS Division: **Division of Public Health**
DHS Grant Administrator: **Chuck Warzecha**
DHS Telephone: **608-266-9780**
DHS Email: **Charles.Warzecha@dhs.wisconsin.gov**

Grantee Grant Administrator: Ms Courtney Day
Grantee Address: 9229 W LOOMIS RD, FRANKLIN, WI,
53132
Grantee Email: cday@franklinwi.gov

Modification Description:

We are adding funding for ELC CARES COVID19 (Profile 155802), CARES COVID19 Local Testing Coordination (Profile 155803), CARES COVID19 Preparedness Pandemic Planning (Profile 155804) and CARES COVID19 Contact Tracing (Profile 155805). Attachments include:

- Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) CARES Act Funding – Profile 155802
- CARES Act Certification
- Wisconsin State Funding Opportunities for Local and Tribal Health Departments – CARES Act Funding
- Wisconsin State Funding Opportunities for Local and Tribal Health Departments – L/THD Survey Selections

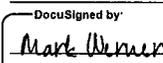
Final reports are due 45 days from the end of the designated contract period for the included profiles.

Additionally, according to updated guidance from the CDC, Immunization funding on Profile 155020 can be used to support COVID19 response activities, including staff time for case response, contact tracing, and providing education and communication to stakeholders, as well as activities related to working with health care providers and their own clinic to resume or increase vaccine delivery in their jurisdiction in a safe manner, as feasible given the current, local conditions.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS

**State of Wisconsin
Department of Health Services**

Authorized Representative

Name: Mark Werner
Title: Acting Administrator - Division of Public Health
Signature: 
Date: 6/8/2020

Grantee
Entity Name: Franklin Health Department

Authorized Representative

Name: Courtney Day
Title: Director of Health & Human Services
Signature: 
Date: 6/8/2020

CIVIL RIGHTS COMPLIANCE ATTACHMENT

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

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

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

DHS CARS STAFF INTERNAL USE ONLY
CARS PAYMENT INFORMATION

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

Agency #	Agency Name	Agency Type	CARS Contract Start Date	CARS Contract End Date	Program Total Contract.	
472787	FRANKLIN HD	160	2/1/2020	9/30/2021	\$427,341	

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155802	ELC CARES - COVID19		-	\$16,300	\$16,300	N/A

DHS CARS STAFF INTERNAL USE ONLY
CARS PAYMENT INFORMATION

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

Agency #	Agency Name	Agency Type	CARS Contract Start Date	CARS Contract End Date	Program Total Contract.
472787	FRANKLIN HD	060	3/1/2020	12/31/2020	\$427,341

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155803	CARES COVID19 TEST COORD		-	\$73,600	\$73,600	N/A
155804	CARES COVID19 PLAN		-	\$30,000	\$30,000	N/A
155805	COVID19 CONTACT TRACING		-	\$307,441	\$307,441	N/A
					\$427,341	

FEDERAL AWARD INFORMATION

DHS Profile Number	155802	155803	155804	155805
FAIN	NU50CK000534	Not available	Not available	Not available
Federal Award Date	4/23/2020	Not available	Not available	Not available
Sub-award period of Performance Start Date	2/1/2020	3/1/2020	3/1/2020	3/1/2020
Sub-award period of Performance End Date	9/30/2021	12/31/2020	12/31/2020	12/31/2020
Amount of Federal Funds obligated (committed) by this action	\$16,300	\$73,600	\$30,000	\$307,441
Total Amount of Federal Funds obligated (committed)	\$16,300	\$73,600	\$30,000	\$307,441
Federal Award Project Description	Wisconsin's Application for the 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Cooperative Agreement	Coronavirus Relief Fund	Coronavirus Relief Fund	Coronavirus Relief Fund
Federal Awarding Agency Name (Department)	DEPARTMENT OF HEALTH AND HUMAN SERVICES	Department of the Treasury	Department of the Treasury	Department of the Treasury
DHS Awarding Official Name	Julie A Willems Van Dijk	Julie A Willems Van Dijk	Julie A Willems Van Dijk	Julie A Willems Van Dijk
DHS Awarding Official Contact Information	608-266-9622	608-266-9622	608-266-9622	608-266-9622
CFDA Number	93 323	21 019	21 019	21.019
CFDA Name	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	Coronavirus Relief Fund	Coronavirus Relief Fund	Coronavirus Relief Fund
Total made available under each Federal award at the time of disbursement	\$11,333,547	Not available	Not available	Not available
R&D?	No	No	No	No
Indirect Cost Rate	0 065	0 065	0 065	0.065

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>July 7, 2020</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution to Amend A Resolution in Ratification of A Proclamation Declaring A Public Health Emergency In Response To The Coronavirus Disease 2019 (Covid-19), As Amended, to Extend the Time Period of the Public Health Emergency for Forty (40) Days</p>	<p>ITEM NUMBER</p> <p>G. 2.</p>

A copy of the above-entitled Resolution is annexed hereto.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution to Amend A Resolution in Ratification of A Proclamation Declaring A Public Health Emergency In Response To The Coronavirus Disease 2019 (Covid-19), As Amended, to Extend the Time Period of the Public Health Emergency for Forty (40) Days.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 7/1/20

RESOLUTION NO. 2020-_____

A RESOLUTION TO AMEND A RESOLUTION IN RATIFICATION OF A
PROCLAMATION DECLARING A PUBLIC HEALTH EMERGENCY
IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19), AS AMENDED, TO
EXTEND THE TIME PERIOD OF THE PUBLIC HEALTH EMERGENCY FOR
FORTY (40) DAYS

WHEREAS, the Mayor issued a Proclamation Declaring a Public Health Emergency on March 16, 2020, which was ratified and confirmed by the Common Council by Resolution No. 2020-7605 on March 17, 2020, as amended by the Common Council by Resolution No. 2020-7609 on March 24, 2020, Resolution No. 2020-7615 on April 21, 2020, and by Resolution No. 2020-7628 on May 28, 2020; and

WHEREAS, while recognizing that Wisconsin Department of Health Services issued Emergency Orders and COVID-19 Public Health Plan for Milwaukee County Order #1 are no longer in effect, the Common Council substantially recognizes that a Public Health Emergency continues to exist; and

WHEREAS, under this continuing Public Health Emergency, the Common Council strongly urges all to follow the public health recommendations and guidelines of the Franklin Health Department, the Wisconsin Department of Health Services, the World Health Organization, the United States Department of Health and Human Services and the Centers for Disease Control and Prevention.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the March 16, 2020 Proclamation Declaring a Public Health Emergency, and Resolution No. 2020-7605 adopted by the Common Council on March 17, 2020 incorporating same, as amended by the Common Council by Resolution No. 2020-7609 on March 24, 2020, Resolution No. 2020-7615 adopted by the Common Council on April 21, 2020, and by Resolution No. 2020-7628 adopted by the Common Council on May 28, 2020, be and the same is hereby amended to provide and declare that the duration of the Public Health Emergency is hereby extended for forty (40) days from the date hereof, to August 16, 2020 at 11:59 p.m., subject to any future amendments by way of Proclamation or Resolution as may be declared or adopted by the Mayor and/or the Common Council, respectively.

BE IT FURTHER RESOLVED, that all of the Declarations and Resolveds in the aforesaid Proclamation and Resolutions, not pertaining to the time of duration of the Public Health Emergency as amended hereunder, shall remain in full force and effect.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

RESOLUTION NO. 2020-____
Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE July 7, 2020
Reports and Recommendations	Authorization to Execute Contract with Maxim Healthcare Staffing Services, Inc for COVID-19 Case Follow-Up and Contact Tracing	ITEM NUMBER G. 3.

Background: Since March 14, 2020, Franklin Health Department (FHD) has devoted nearly all of its time to conduct surveillance, follow-up, and tracing for cases of COVID-19 in the Franklin community. As case numbers continue to mount, there is also a need for FHD staff to return to many of our day to day public health roles to continue to make sure all of Franklin is healthy and safe. FHD received up to \$307,000 from the Wisconsin Department of Health Services as a part of the federal CARES Act funding to equip and hire additional staff to aid in the task of our continued COVID-19 response until the end of 2020.

Analysis: The typical investigative time for a newly diagnosed case of COVID-19 is approximately 4 hours. Following a close contact for a case requires approximately 6-8 hours and each confirmed case usually has between 4-10 contacts. Having additional staff dedicated to COVID-19 response allows FHD to continue to follow-up on all cases and contacts within 24-48 hours as required by statute, but also allows staff to return to day to day operations of the health department including immunization clinic, car seat checks, inspections, human health hazard follow-up, etc.

- Options:**
1. Allow the authorization of the contract with Maxim Healthcare Staffing Services, Inc. for contact tracing services.
 2. Deny the request for authorization of the contract.
 3. Table the request for a later time.

Recommendation: The Director of Health and Human Services recommends the authorization to execute a contract with Maxim Healthcare Staffing Solutions, Inc to provide COVID-19 contact tracing services.

Fiscal Note: All equipment and wages for the individuals hired from Maxim Healthcare Staffing Services, Inc will be paid through CARES Act funding and will not impact the City of Franklin's budget.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services recommends the authorization to execute a contract with Maxim Healthcare Staffing Solutions, Inc to provide COVID-19 contact tracing services.



TRACER MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with the Riders hereto, this "Agreement") is entered into this 3rd day of June 2020 ("Effective Date"), by and between Franklin Health Department, with offices located at 9229 W Loomis Road, Franklin WI 53132 ("CLIENT"), and **Maxim Healthcare Staffing Services, Inc.**, with offices located at 7221 Lee DeForest Drive, Columbia, MD 21046, ("MAXIM") CLIENT and MAXIM are sometimes referred to collectively herein as the "Parties" and individually as a "Party "

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, the Parties hereby agree to the following terms and conditions of this Agreement and the attached Rider(s). CLIENT and MAXIM agree that any Rider(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Rider(s), the terms of the Rider(s) will govern.

ARTICLE 1. TERM OF AGREEMENT

1.1 Term. This Agreement shall be in effect from July 1st, 2020 – December 31, 2020 (the "Initial Term"). At the end of the Initial Term, the Agreement shall automatically be renewed for successive one (1) year terms unless either party terminates in accordance with Section 1.2.

1.2 Termination of the Agreement. Either Party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other Party. Either Party may terminate this Agreement immediately in the event of a material breach of this Agreement by the other Party by providing written notice to other Party, however, the notice must describe in reasonable detail the nature of the alleged breach and provide for a cure period of at least five (5) days. Any termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination. Termination of the Agreement will also serve to terminate any applicable Riders.

1.3 Termination of Riders. Either party may terminate any Rider(s) attached hereto at any time without cause by providing the other party with thirty (30) days' advanced written notice.

ARTICLE 2. RESPONSIBILITIES MAXIM

2.1 Services. MAXIM will, upon request by CLIENT, provide one or more licensed or unlicensed healthcare providers (collectively, "Personnel") as specified by CLIENT to provide off-site, remote healthcare Tracer services to CLIENT, subject to availability of qualified Personnel, to perform duties as stated herein and as more fully defined in the attached "Rider(s) "

2.2 Personnel. All Personnel provided by MAXIM shall be employees or contractors of MAXIM, and not of CLIENT. MAXIM'S duty to supply Personnel on request of CLIENT is subject to the availability of qualified MAXIM Personnel. Subject to the availability of Personnel, to the extent that MAXIM is unable to provide the type of healthcare provider requested by CLIENT, MAXIM will provide CLIENT with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate. All Personnel must possess current state license/registration and/or certification as required for the position being recruited, possess a preferred one year of professional experience, and complete standard OSHA and HIPPA training from MAXIM.

2.3 Insurance. MAXIM will maintain (at its sole expense), or require the Personnel it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions of Personnel occurring in connection with the provision of Services under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by CLIENT. MAXIM further agrees to maintain, or to cause any subcontractor to maintain, any statutorily required worker's compensation insurance for all of its Personnel providing Services under this Agreement.

2.4 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable

mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance

2.5 Use of Independent Contractors and Subcontractors. Personnel provided to CLIENT are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may assign this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. In the interest of providing outreach and engagement services and assessment review, MAXIM may assign those portions of this Agreement, in whole or in part to a third party provider, which will be required to adhere to the terms of this Agreement

ARTICLE 3. RESPONSIBILITIES OF CLIENT

3.1 Responsibility for Tracer(s). CLIENT retains full authority and responsibility for directing the Tracer and/or Remote Service(s), as applicable. Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and any other applicable federal or state law and guidelines, Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 1.7, and compliance with Section 1.9 and Section, including that those Sections shall comply with this Section's referenced laws. Additionally, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by CLIENT and MAXIM. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

3.2 Insurance. CLIENT will maintain at its sole expense valid policies of general liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. CLIENT will give MAXIM prompt written notice of any material change in CLIENT coverage.

3.3 Work Environment. If Service(s) are provided on-site, CLIENT will provide a clean and properly maintained workspace for MAXIM that will enable MAXIM to safely provide Services. CLIENT will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by CLIENT. MAXIM will assume no responsibility or liability for crowd control and security at Tracer(s).

3.4 Supplies. CLIENT shall furnish MAXIM Personnel all tools, office supplies, equipment, supplies, software/hardware, and materials, including, without limitation electronic/mobile devices, which will be needed by MAXIM Personnel to perform their job duties ("Supplies"). These items are the property of the CLIENT and the use of these items are for work-related activity only and must conform to CLIENT and state policies and procedures. This does not include vehicle or any mode of transportation to and from job site. CLIENT shall provide a cellular phone. The use of a cellular phone is for work related activity only, for those jobs that require them in performing their job duties. CLIENT will provide these devices items at no cost to MAXIM or MAXIM Personnel. The cost for use of these any electronic/mobile devices for any purpose other than CLIENT business shall be billed to MAXIM for reimbursement. MAXIM Personnel shall be responsible for the safekeeping of these devices and shall pay for any damage or loss. CLIENT agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement.

3.5 Pending Credentialing Waiver(s). If CLIENT accepts MAXIM Personnel to begin work assignment(s) while any credentialing requirement(s) is/are pending, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with the credentialing result(s), or inability to perform credentialing, under this Agreement Acceptance of MAXIM Personnel for work assignment(s) constitutes Acceptance

3.6 Guarantee. CLIENT and MAXIM hereby agree that the FACILITY shall schedule MAXIM Personnel for a minimum of four (4) hours for an assignment shift CLIENT acknowledges and agrees that there is a substantial investment incurred by MAXIM in recruiting, training, and employing Personnel to provide Services to FACILITY, as well as recruiting challenges for identifying Personnel willing and able to work for less than above minimum shift requirement(s).

3.7 Staff Order Cancellation. If CLIENT cancels greater than fifty percent (50%) of an entire order less than seventy-two (72) hours prior to the start of a shift, MAXIM will bill CLIENT for one entire shift of hours scheduled at the established fee for each scheduled Personnel MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time

3.8 Right to Dismiss. CLIENT may request the dismissal of any MAXIM Personnel for any reason CLIENT agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal CLIENT shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal

3.9 Orientation. CLIENT will promptly provide MAXIM Personnel with an adequate and timely orientation to the FACILITY and CLIENT 's premises CLIENT shall review instructions regarding confidentiality and orient MAXIM Personnel to any Exposure Control Plan of the CLIENT as it pertains to OSHA requirements for blood-borne pathogens, as well as any of CLIENT's specific policies and procedures provided to MAXIM for such purpose

3.10 Incident Reports. CLIENT shall report to MAXIM any unexpected incident known to involve any Maxim Personnel (such as Personnel errors or other unanticipated event or injuries known or suspected to be attributable to Maxim Personnel, and any safety hazards known to be caused by or the result of Services provided by Personnel) if the incident may have an adverse impact on the CLIENT and/or MAXIM, in order to comply with MAXIM's incident tracking program Incident Reports are not required for routine Services being performed by Maxim Personnel Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time

ARTICLE 4. MUTUAL RESPONSIBILITIES

4.1 Non-discrimination. Neither MAXIM nor CLIENT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by applicable law

ARTICLE 5. COMPENSATION

5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Rider(s) to this Agreement MAXIM will submit invoices to CLIENT every week for Personnel provided to CLIENT during the preceding week Invoices shall be submitted to the address set forth in Section 6 4

5.2 Payment. All amounts payable to MAXIM are due and payable within thirty (30) days from date of such invoice CLIENT will send all payments to MAXIM at the address set forth of the invoice

5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1 5%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less

5.4 Rate Changes. MAXIM will give CLIENT prompt notice of any change in rates, which will be mutually agreed upon in writing by both Parties

ARTICLE 6. GENERAL TERMS

6.1 Independent Contractors. The Parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the Parties

6.2 Assignment. Subject to Section 2.5, no Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld, delayed or conditioned. No such consent will be required for assignment to an entity owned by or under common control with assignor, but the assignor shall provide assignee with prompt written notice of the assignment. In any event, the assigning Party will remain fully liable to the other Party under this Agreement.

6.3 Indemnification. Maxim agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of Maxim, its directors, officers, employees or agents under this agreement only. FACILITY agrees to indemnify and hold harmless Maxim, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be assessed against them by third parties in connection with the sole negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement. Nothing in this Agreement, including but not limited to the indemnification terms, or the acts of FACILITY shall in any way constitute a waiver by FACILITY, its agents, officers, and employees of any immunity, liability limitation, and limit on the amount recoverable or other protections available to FACILITY under Wisconsin Statutes, any other applicable statute or law.

6.4 Notices. Any notice or demand required under this Agreement will be in writing, will be personally served or sent by certified mail, return receipt requested and postage prepaid, or by a recognized overnight carrier which provides proof of receipt, and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party in the manner specified herein.

Franklin Health Department
9229 W Loomis Road
Franklin, WI 53132
ATTN: City Clerk

Maxim Healthcare Staffing Services, Inc
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

6.5 Headings. The headings of the sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

6.6 Entire Contract; Counterparts. This Agreement (including all Riders hereto) constitutes the entire contract between CLIENT and MAXIM regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties. The Parties acknowledge and agree that the execution and delivery of this Agreement by facsimile transmission shall be valid and binding.

6.7 Force Majeure. Neither MAXIM nor CLIENT shall be liable for any failure or inability to perform their respective obligations under this Agreement for a period of up to forty-five (45) days due to any cause beyond the reasonable control of the non-performing Party, including but not limited to acts of God, regulations of laws of any government, acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, epidemics, quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control. If a Party's non-performance under this section extends for forty-five (45) days or longer, the Party affected by such non-performance may immediately terminate this Agreement by providing written notice thereof to the other Party.

6.8 Compliance with Laws. Both Parties agree that all Services provided pursuant to this Agreement shall be performed in compliance with applicable federal, state, or local rules and regulations.

6.9 Severability. In the event that one or more provision of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision, the remaining provisions will be deemed to continue in full force and effect.

6.10 Governing Law, Jurisdiction. This Agreement shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

6.11 Limitation of Liability. Neither MAXIM nor CLIENT will be responsible for special, indirect, incidental, punitive, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this Agreement or the Services provided, however caused, even if such Party has been advised of the possibility of such damages.

6.12 Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought.

6.13 Attorneys' Fees. In the event either Party is required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due, hereunder, each party is responsible for their own reasonable attorney's fees (including a reasonable hourly rate for the time expended by in-house counsel), court costs, and expenses, if any.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

7.1 Confidentiality.

A. MAXIM/CLIENT Information The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Patient/Customer Information Neither party nor its employees shall disclose any financial or medical information regarding Patient(s) treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by CLIENT, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

7.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

7.3 Data Security. CLIENT will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and

Agreement CLIENT will be responsible for providing all education and training to MAXIM Personnel as it relates to CLIENT's privacy and security processes, including, without limitation the CLIENT's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement CLIENT acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the CLIENT's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the CLIENT's technical environment Additionally, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s)

CLIENT and MAXIM have acknowledged their understanding of and agree to the mutual promises written above by executing this Agreement as of the Effective Date

Franklin Health Department

MAXIM HEALTHCARE STAFFING SERVICES,
INC

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

Tracer Rider

Rider, ("Rider") is effective June 3rd 2020 by and between Maxim Healthcare Staffing Services, Inc ("MAXIM") and CLIENT and CLIENT on behalf of FACILITY

Rates. The following Rates shall apply

Service	Hourly Rate
Contact Tracer	\$30 00
Communicable Disease Investigator	\$40 00
Communicable Disease Investigator (Registered Nurse)	\$48 00
	\$

COVID-19 Tracer Protocol. MAXIM Personnel will provide Tracer Service(s) based on CLIENT protocol(s) that will be provided to MAXIM in advance by CLIENT

Disclaimer. MAXIM and/or MAXIM Personnel will not be providing and/or responsible for clinical judgement for Services

Orientation. Rates listed above will be charged for all time spent in orientation

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or per applicable state law and will be one and one-half (1 5) times the billing rate

Holidays. Holiday rates will apply to shifts beginning at 11 00 p m the night before the holiday through 11 00 p m the night of the holiday and will be one and one-half (1 5) times the billing rate

New Year's Eve (from 3 PM)	New Year's Day	Presidents Day
Martin Luther King Day	Easter	Memorial Day
Independence Day	Labor Day	Pioneer Day (Utah Only)
Thanksgiving Day	Christmas Eve (from 3 PM)	Christmas Day

CLIENT and MAXIM acknowledge their understanding of the Agreement and to the mutual promises written above by executing this Rider as of the effective date above

Franklin Health Department

MAXIM HEALTHCARE STAFFING SERVICES,
INC

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE <i>6.4.</i></p>
<p>Reports and Recommendations</p>	<p>Authorize the Director of Health and Human Services to move forward with upgrades from Software Expressions for an Eligibility Module and allow the signing of contract with Waystar Clearinghouse to improve immunization clinic processes.</p>	<p>ITEM NUMBER July 7, 2020</p>

Background: In July 2009, FHD made sizable investment in an electronic medical record system, Software Expressions, Inc. Part of the software package was an Immunization Module to assist with clinic registration, record processing and billing. FHD also currently pays an annual fee of \$600 to MedExpress, a third party vendor, to process insurance claims for reimbursement. Each year our clerical staff spends 30-40 hours assisting individuals determine their insurance coverage, submitting invoices to the preferred insurance, rebilling invoices if the wrong insurance information was given originally, and finally trying to collect payment from those individuals whose claims were denied after two or more attempts to file a claim have failed.

Analysis: The Eligibility Module from Software Expressions, Inc. is associated with Waystar Clearinghouse and gives us the ability to verify client insurance information *prior* to their appointment as well as conduct the billing and remittance notices electronically. This will provide an increase in customer service to our residents because we can notify them prior to their appointment if there is an insurance issue allowing them the choice of coming to our clinic and paying out of pocket or choosing a different provider their insurance does cover. This module will also increase the speed of processing our insurance claims, as well as free up time during our busiest time of year for our administrative assistant to assist with other FHD needs.

One-time fees will be charged to FHD for the following:

- \$2,595 Eligibility Module to be added to Franklin Software Expressions database
- \$750 Training FHD staff on Eligibility Module from Software Expressions staff
- \$500 Implementation Fee from Waystar Clearinghouse

Reoccurring charges:

- \$129/month (\$1,548 annually) for Waystar Clearinghouse access
- \$250 annual technical support for Waystar Clearinghouse

While the \$1,548 is more than our current fee of \$600 for MedExpress, the Waystar system offers the additional features listed above that will make the scheduling and processing of claims for immunization clinics more efficient and improve customer service as well as reduce staff time on the process.

Fiscal Note: The fees associated with these upgrades will be paid through current health department immunization program and communicable disease program grant funding. There will be no fiscal impact to the City.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests approval to move forward with the software updates with Software Expressions and contract with Waystar Clearinghouse to improve immunization clinic services.

Health Department: CD



Section III - Terms and Conditions

- 1 Access and Use of Waystar Products and Services. Customer's access and use of Waystar Services are subject to the terms and conditions of this Agreement and the pricing applicable to the account, including any revisions, supplements or addendum mutually agreed to by the parties in writing. Access is restricted to Customer's internal use and benefit and any other access is prohibited. Waystar only grants access to Waystar's platform to persons, organizations and facilities that have contracted with Waystar and that are in good standing pursuant to that agreement. Customer is responsible to ensure that entities affiliated with it that have access to Services (consistent with the terms of the Agreement) will abide by the terms of this Agreement and is responsible for any of their acts and omissions, including, but not limited to, any damages caused by them.
- 2 Authorization and Use. Waystar grants to Customer a limited, nonexclusive and nontransferable license to use the Services. Except as otherwise set forth herein, Customer may access and use the Services for Customer's internal business use and for no other purpose. Access to Services requires minimum acceptable equipment and telecommunications capability. Unless otherwise stated by the nature of the Service, Services provided by Waystar do not include equipment, peripherals, devices or connectivity between Customer and Waystar for the transmission or receipt of Services by Customer. Customer is responsible at its expense to procure and obtain such necessary equipment and supplemental service, including, but not limited to, modems or other Internet access devices and appropriate telecommunications service. Specifications for minimum acceptable equipment and approved hardware interface devices required for access to Services may be obtained from Waystar upon request.
- 3 Customer Duties and Obligations.
 - a Customer agrees to use the Services provided by Waystar hereunder only in accordance with this Agreement and applicable laws, regulations, and rulings, now or hereafter imposed. Waystar reserves the right to take all actions, including termination of Services pursuant to this Agreement, which it believes to be necessary to comply with applicable laws, regulations, rulings and Waystar specifications as described herein. Customer and its users may not use or access the Services in any way which, in Waystar's reasonable discretion, adversely affects the performance or function of the Services or interferes with the ability of other authorized parties to access the Services. Waystar may suspend Customer and its users' access to and/or use of the Services, without credit, at any time if, in Waystar's sole discretion, the performance, integrity or security of the Services is in danger of being compromised as a result of such access. Customer will retain all original and source documents according to federal and state laws and regulations and shall provide all supporting documents to Waystar as requested. Customer agrees that Waystar has the right to audit and confirm information submitted, and Customer assumes all liability regarding said information. Customer agrees to consider and treat all information received through the Services as confidential. Customer is responsible for (a) identifying individuals or organizations that Customer wishes to have access to and are qualified to access Waystar Services, including, but not limited to, dedication of individuals for the implementation and training process, (b) when necessary, creating and sending required test data that would include all payers and specialties, (c) providing necessary information, complete and return to Waystar all forms reasonably required by Waystar or Payers in a timely manner; (d) providing authorized signatures to Waystar and to the payers as required by applicable law.
 - b Customer is responsible for identifying, designating and updating both the Executive Authority and Domain Administrator for Waystar Services. A description of these designations is more fully defined in Section 23 of this Agreement. Waystar will assign each entity or individual that Customer identifies as a user of Services, a password and

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

4. Waystar Duties and Obligations. Waystar agrees to supply and support the Services subscribed to by Customer in conformity with the terms of this Agreement. Waystar shall provide Customer with information materials regarding initiation and use of Waystar's Internet-based and desktop Services and network. Waystar will provide all reasonably required start-up and maintenance services to Customer in initiating use of the connections with Services. Waystar will also provide online education and testing, system implementation and mapping, as well as, troubleshooting services. In the event that Customer and Waystar mutually agree that it is necessary for Waystar personnel to travel to Customer's location for implementation, training, or general customer support, Customer agrees to reimburse Waystar's travel and related expenses.
5. Confidential and Proprietary Information. All proprietary information disclosed by either Party to the other in connection with this negotiating and entering into this Agreement shall be deemed confidential by both Parties and protected from disclosure to others using reasonable security measures. Customer acknowledges and agrees that the Services disclosed or otherwise made available by Waystar under this Agreement are proprietary and/or confidential to Waystar and owned exclusively by Waystar, and that such information shall not be disclosed by Customer or used for any purpose not expressly permitted herein, except as required by law or with the prior written consent of Waystar. Such information includes, but is not limited to, user documentation provided to Customer hereunder, the terms and conditions of this Agreement and the pricing for Services. Services or information provided pursuant to this Agreement may not be copied, reproduced, modified, reverse engineered, translated, decompiled, disassembled, emulated, sublicensed, rented, leased, conveyed, assigned or used in any way other than as specifically authorized in this Agreement except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation. Proprietary information shall not include information that (a) was known to either party prior to the disclosure by the other, (b) is or becomes generally available to the public other than by breach of this Agreement; (c) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party, or (d) is independently developed by a party. Additionally, Waystar's name, trademarks, trade names and logos are proprietary to Waystar and may not be used without Waystar's prior written consent. Unauthorized transmission or release of such information may cause material adverse consequences to Waystar. Therefore, Customer and Waystar, respectively, agree to immediately remedy any breach of this Section and waive any legal defenses the violator may have to immediate equitable actions required to restrict any unauthorized release. The offending party will pay all reasonable costs/penalties associated with said unauthorized release of confidential information.
6. HIPAA. Customer and Waystar shall enter into the business associate agreement attached to this Agreement. Customer acknowledges that the intrinsic value of Waystar's Services is dependent upon the use of de-identified data from its numerous sources, and accordingly, Customer authorizes Waystar to use de-identified data regarding Customer or Customers' clients derived from the use of Services under this Agreement, for consideration or otherwise. Customer may also elect to seek integration with a practice management, electronic health record or health information system. In the event of such election, Customer hereby grants Waystar the right to utilize its data for such purpose.
7. Privacy and Security.

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

8 Pricing and Payment.

- a. Charges shall be calculated based on the number of Providers included in Customer's billing plan in any calendar month as recorded by the Waystar platform. For the purposes of the calculation set forth in the preceding sentence, a "Provider" shall be defined as either (i) human individual with a unique national provider identifier or (ii) a non-human entity submitting fewer than five hundred (500) claims per month which has a unique national provider identifier. In the event any non-human entity defined as Provider in the foregoing sentence exceeds the five hundred (500) claims per month threshold (as such usage is recorded by Waystar's system) then such excess claims transaction shall be billed at \$1 per each claims transaction above the five hundred (500) threshold. Furthermore, the five hundred (500) threshold and the \$1 per transaction pricing shall also apply any services set forth in Section II of this Agreement which utilizes per Provider pricing and for which the number of claims transactions is the basis for the calculation of the monthly fee(s). Charges include monthly fees, license fees and transaction or usage fees as set forth herein. Transaction or usage fees shall be based on the amount of usage recorded by Waystar's system, and the pricing in effect at the time of Customer's use of such Services.
- b. The prices for Services provided hereunder do not include sales, use, excise, value added, utility or similar taxes which may be applicable in the US or at any other location. Consequently, in addition to the specified prices, the amount of any such present or further tax applicable to the provision of Services hereunder by Waystar shall be paid by Customer (other than those taxes which are associated with the income of Waystar), or Customer shall reimburse Waystar for such taxes upon its receipt of billing therefore from Waystar. At any time after the conclusion of the Initial Term (as defined in Section 10 below), Waystar reserves the right to apply periodic price increases, but no more than once every twelve (12) months. These increases shall not exceed the greater of (i) five percent (5%) or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers since the last applicable price increase, whichever is greater. If Customer claims an exempted status from any applicable tax, Customer shall provide Waystar with a tax-exemption certificate acceptable to the taxing authorities. In addition, Customer acknowledges that Waystar has no control over certain government-imposed fees and tariffs nor changes in the rules, regulations or operating procedures of any service supplier (e.g. postal increases or interchange fees) or any federal, state or local governmental agency.

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

- c. All payments should be sent to Waystar via US Mail or as otherwise agreed, to the address set forth on the invoice. Invoices are due upon receipt. Waystar offers various automated payment options including ACH and recurring billing. Customer may choose an automated payment option by contacting Waystar's accounting department. Due to the high direct costs of some services, Waystar restricts the use of purchasing cards, credit cards or debit cards to transactions totaling less than five thousand dollars (\$5,000) in a given month. Charges in excess of this amount will be subject to a convenience fee of three percent (3%).
- d. Waystar reserves the right to charge Customer a \$50.00 reactivation fee for frequent late payments resulting in disruption or deactivation in Service. Late payments (after 60 days) will be subject to a late fee equal to one and one-half (1.5%) per month or at the maximum interest rate allowable under applicable law, whichever is lower, of the overdue amount, except amounts disputed by Customer in writing in good faith within ten (10) days following receipt of the invoice. If any undisputed amount of any invoice remains unpaid, Waystar may (without terminating this Agreement and reserving cumulatively all other remedies and rights under this Agreement and at law) suspend further Services and licenses to access the Services under this Agreement without further notice to Customer. Customer is responsible for all costs of collection including, but not limited to, collection agency fees and attorney fees.

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

10. Term and Termination.

- a. The initial term (the "Initial Term") shall begin on the Effective Date and shall continue for a period of two (2) years, unless modified or terminated, in accordance with the other provisions of this Agreement. This Agreement shall automatically renew thereafter annually for additional one (1) year terms (each a "Renewal Term"), unless written notice of termination is provided by the terminating party at least sixty (60) days prior to the end of the Initial or any Renewal Term. Termination of this Agreement shall not terminate Customer's obligation to pay Waystar for all Services performed under the Agreement prior to discontinuance of performance by Waystar due to termination. In the event that Customer terminates this Agreement for reasons other than those set forth in this Section 10 of this Agreement during the Initial Term, Customer shall pay to Waystar, as liquidated damages, a fee equal to fifty percent (50%) of the monthly fee and estimated transaction fees for the remaining portion of the Initial Term. If Customer's implementation project is cancelled by Customer or cancelled by Waystar because of Customer non-responsiveness, this will be deemed a termination of this Agreement triggering liquidated damages. Such payment shall be in addition and not in lieu of any other remedy of Waystar that may have effect to pursue under applicable law.
- b. Either Waystar or Customer may terminate this Agreement if the other party fails to perform or to comply with a material term or condition of this Agreement and if such failure is not cured within forty-five (45) days after notice specifying such failure and the non-breaching party's intention to terminate. In addition, Waystar may suspend or terminate this Agreement (a) if Customer breaches Section 8, or (b) if Customer fails to comply with any obligation under Section 3.

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

- 11 Assignment. All terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns, including without limitation, any successor to either party resulting by reason of corporate merger, consolidation or reorganization or incorporation of a partnership. Notwithstanding the foregoing, any assignment of this Agreement by Customer shall be void without the prior written consent of Waystar. Waystar shall have the right to assign this Agreement to a parent, affiliate, subsidiary, or successor in interest. The obligations of Waystar under this Agreement may be provided or fulfilled by any subcontractor of Waystar so long as Waystar retains full responsibility for such obligations
- 12 Warranties and Exclusive Remedies. Waystar makes no warranty or representation concerning the adequacy, completeness, usefulness, or sufficiency of any Services or information or results thereof provided hereunder. Waystar does not warrant that the functions contained in the Services and the applications thereof will meet Customer's requirements or that the Services will operate without interruption or be error free. The Services and any information provided hereunder and the results thereof are provided on an AS IS, AS AVAILABLE basis without any warranty of any type except that Waystar will use reasonable efforts to correct any errors which are due solely to malfunction of Waystar's computers, operating systems or programs, or errors by Waystar's employees or agents. Correction shall be limited to rerunning of the job or jobs and/or recreating of data or program files. Waystar shall not be responsible in any manner for (i) errors or failures of proprietary systems or programs other than those of Waystar, (ii) errors or failures of Customer's software or operational systems, (iii) Customer's use of the Waystar Services on a computer system that does not conform to Waystar's specifications, (iv) computer viruses imported into the Services from or through Customer's internal computer systems; (v) misuse of or damage to the Waystar software, or (vi) Customer's failure to report to Waystar the existence and nature of any non-conformity or defect of the Waystar Services promptly upon discovery thereof. THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE, AND THERE ARE NO OTHER WARRANTIES OF ANY TYPE WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Should there be any failure in performance by Waystar or errors or omissions by Waystar with respect to the information being transmitted (because of negligence or otherwise), Waystar's sole liability, and Customer's exclusive remedy, shall be limited to Waystar's use of commercially reasonable efforts to correct such failure in performance or errors or omissions
- 13 Exclusions and Limitations of Liability.
 - a. IN NO EVENT SHALL WAYSTAR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION CUSTOMER'S CLIENTS) FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICES HEREUNDER, EVEN IF WAYSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT WAYSTAR WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY WAYSTAR, IT IS AGREED THAT IN NO EVENT WILL WAYSTAR BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY WAYSTAR'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHICH IS NOT REPORTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF SUCH FAILURE TO PERFORM

- b CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF WAYSTAR. ACCORDINGLY, WAYSTAR ASSUMES NO LIABILITY FOR OR RELATION TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT
 - c WAYSTAR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ACTIONS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DISPUTES CONCERNING PAYMENT OF CLAIMS, ELIGIBILITY STATUS OF A PATIENT, AUTHORIZATIONS FOR CREDIT, DEBIT OR CHECK TRANSACTIONS, PRE-AUTHORIZATION, PRE-CERTIFICATION, OR OTHER PAYER-SUBMITTED INFORMATION INFORMATION SUBMITTED BY A PAYER THROUGH WAYSTAR IS NO GUARANTEE OF PAYMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY, ELIGIBILITY INFORMATION IS SUBJECT TO CHANGE AND WAITING PERIODS MAY APPLY
 - d THE LIABILITY OF WAYSTAR FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED HEREIN, INCLUDING BY WAY OF INDEMNIFICATION, SHALL, IN THE AGGREGATE, NOT EXCEED ONE (1) MONTH'S AVERAGE BILLING TO CUSTOMER FOR PRODUCTS AND SERVICES HEREUNDER TAKEN OVER THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY ALLEGED TO HAVE OCCURRED, OR, IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT
- 14 Force Majeure. Waystar shall not be liable to Customer by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of Waystar or its subcontractors. Such causes may include, but are not limited to, unavailability of communications facilities, acts of God, acts of the public enemy, Customer's actions or failure to act, acts of civil or military authority, governmental priorities, fires, floods, strikes, unavailability of labor, materials, or energy sources, delay in transportation, riots or war
- 15 Record Retention. If required by regulations now or hereafter issued by the Centers for Medicare & Medicaid Services (formerly known as the Health Care Financing Administration) pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. § 1395 (x)(v)(1)(I)], 42 C.F.R. §§420.300-420.304), as amended, and the regulations promulgated thereunder, the books and records of Waystar necessary to certify the nature and extent of costs associated with Waystar's performance of services under this contract shall be maintained and preserved by Waystar for such period of time as provided by law so as to be available for and subject to inspection and review by appropriate agencies of the United States. In addition, if and to the extent that Waystar uses the services of a related organization to provide services hereunder, Waystar will require such related organization to maintain, preserve and make available its books and records to the same extent that Waystar is so required. In the event that this Agreement is not subject to the provisions of Section 952 or regulations promulgated hereunder, this section of the Agreement shall be null and void. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 16 Independent Contractors. Waystar and Customer are independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between Waystar and Customer
- 17 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without giving effects to conflicts of laws provisions. The parties agree that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein

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

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

- 19 Entire Agreement. This Agreement sets forth all the representations, promises and understandings between Customer and Waystar on the matters set forth herein. If any part or parts of this Agreement are held to be invalid, illegal or unenforceable, such part will be treated as severable, and the remaining parts of the Agreement shall continue to be valid and enforceable as to the parties hereto.
- 20 Indemnification by Waystar. Waystar will indemnify and defend Customer against any claim by third parties that Customer's use of any of Waystar Services as authorized hereunder infringes upon the patent rights, copyrights, trademark rights or trade secret rights in the United States of a third party and pay any resulting damage award or settlement amount, provided that: (i) such claim does not arise out of Customer's misuse of Waystar Services, (ii) Customer promptly notified Waystar in writing of such claim, (iii) Waystar will have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise, (iv) Customer cooperates with Waystar in every reasonable way to facilitate settlement or defense of such claims; and (v) should such Waystar Service become or, in Waystar's opinion, be likely to become, the subject of an infringement claim, Customer will permit Waystar, at Waystar's expense to procure such right to continue using such Service, replace or modify the Service or terminate, without penalty, Customer's use of the affected Service, in which event Waystar will refund to Customer, on a pro-rata basis, any unused prepaid amounts related thereto.
- 21 Indemnification by Customer. Except to the extent arising solely to the gross negligence or intentional misconduct of Waystar, Customer shall indemnify and hold Waystar, its directors, officers, affiliates, agents and employees, harmless from and against any and all losses, liabilities, damages or expenses of any type (or claims of damage or liability) asserted against Waystar and arising out of information provided to Waystar, by customer, or any use or provision thereof to any third party, or any other act or inaction of Customer.
- 22 Survival. The representation, warranties, covenants, and agreements of any of the parties hereto contained in Sections 1, 2, 5-8, 10, 12-21 of this Agreement will survive the expiration or earlier termination of this Agreement. Expiration or termination of this Agreement for any reason will not terminate Customer's obligation to pay Waystar for all Services performed prior to the date of such expiration or termination.

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

Domain Administrator

Name: Courtney Day

Office Address: 9229 W Loomis Rd

City: Franklin

State: WI

Zip: 53132

Phone: (414) 427-7530

Fax:

Cell:

E-mail: cday@franklinwi.gov

Executive Authority

Name: Courtney Day

Office Address: 9229 W. Loomis Rd

City: Franklin

State: WI

Zip: 53132

Phone: (414) 427-7530

Fax:

Cell:

E-mail: cday@franklinwi.gov

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

City Of Franklin Health Department

ZirMed, Inc d/b/a Waystar Health

By (signed)

Name _____

Title _____

Effective Date _____

By (signed)

Name _____

Title _____

Date _____



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

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

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

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

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

- i. Use for or disclosure to an individual who is the subject of Covered Entity's Protected Health Information, or that individual's personal representative,
 - ii Use or disclosure made pursuant to an Authorization that is signed by an individual who is the subject of Covered Entity's Protected Health Information to be used or disclosed, or by that individual's personal representative,
 - iii Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section 7(a) of this Agreement;
 - iv Use or disclosure that is Required by Law, or
 - v Any other use or disclosure that is excepted from the minimum necessary limitation as specified in the Privacy Rule (as hereinafter defined)
- c. Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by this Agreement or as Required by Law This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate 45 C.F.R Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule")
- d. Information Safeguards.
- i. Privacy of Covered Entity's Protected Health Information Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
 - ii Security of Covered Entity's Protected Health Information Business Associate will use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Covered Entity's Electronic Health Information, to prevent use or disclosure of that Electronic Protected Health Information other than as provided for by the Agreement.
- e. Subcontractors Business Associate will require any of its Subcontractors, to which Business Associate is permitted by this Agreement to disclose Covered Entity's Protected Health Information, to agree, as evidenced by written contract with terms substantially similar to those found in this Agreement, that such Subcontractor will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information that are applicable to Business Associate under this Agreement.

3 Individual Rights.

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

- i **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information that are expressly excluded from such disclosure accounting requirement as set forth at 45 C.F.R. § 164.528(a)(1)
 - ii **Disclosures Subject to Accounting and Necessary Information.** Business Associate will record the information specified in Section 3(c)(ii)(A) or (B), as applicable, for each disclosure of Covered Entity's Protected Health Information that Business Associate makes to third party. With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - A. **Disclosure Information Generally.** Except for repetitive disclosures of Covered Entity's Protected Health Information as specified in Section 3(c)(ii)(B) below, the Disclosure Information that Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which Business Associate made the disclosure, (3) a brief description of Covered Entity's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure
 - B. **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity, the Disclosure Information that Covered Entity must record is either (1) the Disclosure Information specified in Section 3(c)(ii)(A) above for each accountable disclosure, or (2) the Disclosure Information specified in Section 3(c)(ii)(A) for the first of the repetitive accountable disclosures, the frequency, periodicity, or number of the repetitive accountable disclosures, and the date of the last of the repetitive accountable disclosures
 - iii **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within thirty (30) days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting
- d **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information, or (ii) requires confidential or alternate methods of communication about Covered Entity's Protected Health Information, provided that Covered Entity notifies Business Associate in writing of the restriction or confidential or alternate communication obligations that Covered Entity must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential or alternate communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement.
- 4 **Privacy/Security Breach Investigations & Reporting**
- a. Business Associate will promptly and thoroughly investigate any suspected Breach of Covered Entity's Unsecured Protected Health Information not permitted by this Agreement or applicable law
 - b. Business Associate will notify Covered Entity regarding a Breach of Covered Entity's Unsecured Protected Health Information ("Covered Entity Privacy Event") without unreasonable delay, but in no event later than three (3) calendar days of discovering that a Breach occurred, regardless if such Covered Entity Privacy Event is discovered by Business Associate or by any Subcontractor of Business Associate. Additionally, Business Associate will use its best efforts to assist with Covered Entity's breach investigation by making a timely written report to Covered Entity on any

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

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

5 Other Covered Entity Obligation. To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate will comply with the requirements applicable to the obligation

6 Termination of Agreement

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

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

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

7 General Provisions.

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

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

City Of Franklin Health Department ("Covered Entity")

ZirMed, Inc. d/b/a Waystar Health ("Business Associate")

By (signed)

By (signed)

Name _____

Name _____

Title _____

Title _____

Effective Date _____

Date _____



Section II - Solutions & Pricing

This Agreement governs access to and use of Services identified herein at the fees associated therewith. The proposed fee schedule will be honored until 06/26/2020 and expires thereafter unless accepted.

Waystar Bundles

Solution	Your Monthly Fee	Implementation Fee		
Clearinghouse Core Bundle includes the following solutions: <ul style="list-style-type: none"> ▪ Professional Claims Transactions <ul style="list-style-type: none"> ▪ Paper Claims \$0.53 each, \$0.25 per additional page printed. ▪ Institutional Claims Transactions <ul style="list-style-type: none"> ▪ \$0.25 each ▪ Electronic Remittance Advice ▪ Eligibility <ul style="list-style-type: none"> ▪ Eligibility inquiries in excess of submitted professional claims will be charged at \$0.25 per inquiry ▪ \$129.00 per FTE. Subscribed for 1.00 FTE(s). An Enrollment Fee of \$60.00 per provider and an Annual Fee of \$250.00 will be assessed. 			\$129.00	\$500.00
Total		\$500.00		

Technology, Staffing, and Support Services

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

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

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

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

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



Waystar Subscriber Agreement

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

Section I - Customer Address and Contact Information

Customer Information			Billing Information		
Customer Name: City Of Franklin Health Department			Bill-To Name: City Of Franklin Health Department		
Implementation Contact: Courtney Day			Billing Contact: Courtney Day		
Address: 9229 W. Loomis Rd			Address: 9229 W Loomis Rd		
City: Franklin	State: WI	Zip: 53132	City: Franklin	State: WI	Zip: 53132
Phone: (414) 427-7530	Fax:		Phone: (414) 427-7530	Fax:	
E-mail: cday@franklinwi.gov			E-mail: cday@franklinwi.gov		



City Of FranklinHealth Department
June 17, 2020

Proposal for Software Updates

1) Eligibility Module: Integrated Solution with Waystarto automatically send and receive eligibility confirmations on clients through real time scheduled appointments and on an individual client basis. Receive results immediately on client's eligibility status. Daily result report showing invalid insurance by client. Helps ensure clients are eligible for services prior to being seen.	\$2,595.00
2) Signature capture on Topaz Pad for Walk In Service, Data Base Charting and other crucial areas.	\$575.00
3) Training of new modules – Budget 6 hours	\$750.00
Additional Monthly support based on modules selected	\$15/month

Waystar Clearinghouse is offering \$129.00 month unlimited electronic claims, electronic remittances and eligibility checking.

Electronic remittances will be through Waystar where staff can view/print each carrier's EOB.

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