

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.
<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, FEBRUARY 2, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayor Announcement: Proclamation to Designate May 1, 2021 as Arbor Day in the City of Franklin.
- C. Approval of Minutes of the Regular Common Council Meeting of January 19, 2021.
- D. Hearings.
- E. Organizational Business:
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Request to Accept Federal Grant for Partial Expenditure on Approved NextGen9-1-1 Telephone Project.
 - 2. Request from the Police Department to Purchase Vehicles and Equipment from the 2021 Capital Outlay Budget.
 - 3. Request from the Director of Health and Human Services to Accept the 2021 Consolidated Contract Grants for the Following Programs: Childhood Immunizations, Maternal Child Health, Childhood Lead Poisoning Prevention, and Enhancing Detection and Laboratory Capacity.
 - 4. An Ordinance to Amend Ordinance 2020-2453, an Ordinance Adopting the 2021 Annual Budgets for the General Fund and Establishing a Revised Hotel Tax Rate to Change the Effective Date of the Hotel Tax to February 15, 2021.
 - 5. An Ordinance to Amend Ordinance 2020-2453, An Ordinance Adopting the 2020 Annual Budgets for the General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, TID 4, TID 5, TID 7, TID 8 Funds and Sanitary Sewer Fund for the City of Franklin for Fiscal Year 2021 to Approve Budget Encumbrances from the 2020 Budget as Amendments to the 2021 Budget.
 - 6. Orville Seymer v. City of Franklin, Milwaukee County Circuit Court, Case No. 2020CV003506. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice

Common Council Meeting Agenda

February 2, 2021

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concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of February 2, 2021.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

[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:

February 15	Common Council Meeting	6:30 p.m.
February 16	Spring Primary	7:00 a.m. to 8:00 p.m.
February 18	Plan Commission Meeting	7:00 p.m.
March 2	Common Council Meeting	6:30 p.m.
March 4	Plan Commission Meeting	7:00 p.m.

City of Franklin Proclamation

PROCLAMATION

TO DESIGNATE MAY 1st, 2021 AS ARBOR DAY IN THE CITY OF FRANKLIN

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday now known as Arbor Day is celebrated worldwide; and

WHEREAS, the City of Franklin Environmental Commission, and the people of Franklin, Wisconsin have observed Arbor Day since 1999; and

WHEREAS, trees reduce erosion, purify our air and water and provide habitat for wild life, provide a source of spiritual renewal; and

WHEREAS, trees increase our property values, enhance our economic vitality, and beautify our community.

NOW, THEREFORE, I, STEPHEN R. OLSON, Mayor of the City of Franklin, Wisconsin proclaim:

MAY 1st, 2021 AS ARBOR DAY IN THE CITY OF FRANKLIN

and urge all citizens of the City of Franklin to protect our trees and woodlands and to gladden their hearts by planting trees.

Dated: *JANUARY 29, 2021.*

Signed:


Stephen R. Olson, Mayor

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 19, 2021
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on January 19, 2021 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Also present were Dir. of Administration Peggy Steeno, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
- CITIZEN COMMENT B. Citizen comment period was opened at 6:32 p.m. and closed at 6:41 p.m.
- MINUTES
JANUARY 5, 2021 C. Alderman Mayer moved to approve the minutes of the regular Common Council Meeting of January 5, 2021 as presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried.
- MAYORAL
APPOINTMENTS E. Alderman Mayer moved to confirm the following Mayoral Appointments:
1. David Cyra, 8622 S. Avian Way, Ald. Dist. 1, Architectural Board, for a 3 year unexpired term expiring April 30, 2021.
 2. David Cyra, 8622 S. Avian Way, Ald. Dist. 1, Architectural Board, for a 3 year term expiring April 30, 2024.
 3. Steve Smith, 7933 W. Park Circle Way S., Ald. Dist. 6, Economic Development Commission, for a 2 year unexpired term expiring June 30, 2022.
 4. Sudarshan Sharma, 6845 S. 68th St., Apt. 104, Ald. Dist. 2, Environmental Commission, for a 3 year unexpired term expiring April 30, 2021.
 5. Sudarshan Sharma, 6845 S. 68th St., Apt. 104, Ald. Dist. 2, Environmental Commission, for a 3 year term expiring April 30, 2024.
 6. Wayne Hustad, 10320 W. St. Martins Rd., Ald. Dist. 2, Fair Commission, for a 3 year unexpired term expiring April 30, 2023.
 7. Stuart Kuzik, 9934 W. Elm Ct., Ald. Dist. 6, Finance Committee, for a 1 year unexpired term expiring April 30, 2021.

8. Stuart Kuzik, 9934 W. Elm Ct., Ald. Dist. 6, Finance Committee, for a 1 year term expiring April 30, 2022.
9. Curtis Schmitt, 10505 W. Candlestick Ln., Ald. Dist. 2, Finance Committee, for a 1 year unexpired term expiring April 30, 2021.
10. Curtis Schmitt, 10505 W. Candlestick Ln., Ald. Dist. 2, Finance Committee, for a 1 year term expiring April 30, 2022.
11. Jon TenHaken, 9527 S. Sherwood Dr., Ald. Dist. 4, Mayoral Appointment to the Quarry Monitoring Committee, for a 3 year unexpired term expiring May 31, 2022.
12. Norman Mackesen, 8050 W. Lake Pointe Dr., Ald. Dist. 1, Technology Commission, for a 3 year unexpired term expiring April 30, 2022.
13. Patrick Hammer, 9720 S. 112th St., Ald. Dist. 6, Board of Zoning and Buildings Appeals as an Alternate Member, for a 3 year unexpired term expiring April 30, 2022.
14. Ryan Ross, 3800 West Mary Ann Dr., Ald. Dist. 5, Board of Zoning and Buildings Appeals, for a 3 year unexpired term expiring April 30, 2023.
15. Nancy Chu, 7350 S. Lovers Lane Rd., Apt. 358, Ald. Dist. 2, Architectural Board as an Alternate Member, for a 3 year unexpired term expiring April 30, 2021.
16. Nancy Chu, 7350 S. Lovers Lane Rd., Apt. 358, Ald. Dist. 2, Architectural Board as an Alternate Member, for a 3 year term expiring April 30, 2024.

Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

RES. 2021-7703
RATIFICATION OF A
PROCLAMATION
EXTENSION OF
COVID-19

G.1. Alderman Barber moved to adopt Resolution No. 2021-7703, A RESOLUTION IN RATIFICATION OF A PROCLAMATION TO EXTEND THE TIME PERIOD OF THE PUBLIC HEALTH EMERGENCY PROVIDED FOR IN RESOLUTION NO. 2020-7653, IN PART ENTITLED 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, UNTIL JUNE 5, 2021. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

SENIOR CITIZEN
TRAVEL UPDATE

G.2. No action was taken on the Franklin Senior Citizens Travel Program Update for 2020 year end.

- SENIOR CITIZEN,
INC. UPDATE G.3. No action was taken on the Franklin Senior Citizens, Inc. program update for 2020 year end.
- RES. 2021-7704
SPECIAL USE
BIGGBY COFFEE
(CREAM CITY
VENTURES, LLC) G.4. Alderman Mayer moved to adopt Resolution No. 2021-7704, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO OPERATE A BIGGBY COFFEE FRANCHISE WITH A DRIVE-UP WINDOW OUT OF AN EXISTING VACANT SPACE (UNIT 100) WITHIN A MULTI-TENANT BUILDING LOCATED AT 7700 SOUTH LOVERS LANE ROAD. (CREAM CITY VENTURES, LLC, APPLICANT). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- RES. 2021-7705
LAND
COMBINATION
RELOCATION 20'
WATER DRAINAGE G.5. Alderman Dandrea moved to adopt Resolution No. 2020-7705, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION AND AN AFFIDAVIT OF CORRECTION TO RELOCATE A 20' STORM WATER DRAINAGE EASEMENT FOR TAX KEY NOS. 754-0080-000 AND 754-0081-000 (7460 SOUTH CAMBRIDGE DRIVE, 8881 WEST WARWICK WAY AND 7486 SOUTH CAMBRIDGE DRIVE (LOTS 10 AND 11 OF THE OAKES ESTATES SUBDIVISION)). Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- ORD. 2021-2455
AMEND 2021
BUDGETS G.6. Alderman Barber moved to adopt Ordinance No. 2021-2455, AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE GENERAL FUND AND CAPITAL OUTLAY FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM 2020 TO 2021 FOR COMPENSATION AND CAPITAL PROJECTS. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.
- FIRE DEPARTMENT
COMBI-TOOL G.7. Alderman Mayer moved to approve Fire Department purchase of a Hurst SC358E2 battery operated E-Draulic extraction "Combi-tool" with existing appropriation in the 2021 Capital Improvement Fund, at a cost not to exceed \$13,550. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- BS&A SOFTWARE
CHANGE ORDERS G.8. Alderman Barber moved to authorize two (2) change orders, in regard to the BS&A Community Development & Complaint Software Implementation Project; approve the purchase of seven (7) laptops for Inspection Services Field Inspectors in conjunction with the implementation; and direct the Finance Director to execute a 2021

Budget amendment funding \$1,462.98 from available contingency dollars in the Capital Improvement Fund. Seconded by Alderman Mayer. All voted Aye; motion carried.

SEWER/WATER
EQUIPMENT

G.9. Alderwoman Hanneman moved to authorize Sewer/Water staff to solicit equipment considered in the 2021 Capital Expenditures Outlay funds. Seconded by Alderman Dandrea. All voted Aye; motion carried.

DEPT OF PUBLIC
WORKS
EQUIPMENT
PURCHASE

G.10. Alderwoman Wilhelm moved to authorize DPW Staff to purchase:
Two (2) Zero Turn and Two (2) 11 ft. Lawn Mowers, to be purchased from Reinders, Inc., total cost \$197,739.22;
Two (2) Plow Truck Chassis, including Box, Hydraulics, Front Plows, Wing Plows & Salters (the truck Chassis to be purchased from Kriete Truck Center, and the remainder of the items to be purchased from Casper's Truck Equipment, total cost \$521,410.00); and
One (1) One-Ton Pickup Truck, to be purchased from Ewald, total cost \$44,794.00.

Purchases and vendors recommended by the Board of Public Works. Seconded by Alderman Mayer. All voted Aye; motion carried.

TOWING
CONTRACT

G.11. Alderman Nelson moved to award the towing contract extension to N&S Towing Inc. for the period March 1, 2021 through February 28, 2022. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

RESCHEDULING OF
COMMON COUNCIL
MEETINGS

G.12. Alderwoman Wilhelm moved to establish the amended meeting schedule for 2021 due to the elections (all meetings to begin at 6:30 p.m.) from February 16 to February 15, 2021 and from April 6 to April 5, 2021. Seconded by Alderman Barber. All voted Aye; motion carried.

EMPLOYEE AND
RETIREE HEALTH
INSURANCE

G.13. Alderman Barber moved to authorize a 2021 Consulting Services Agreement with USI Insurance Services, LLC, for employee and retiree health insurance and other ancillary benefits and authorize the Director of Administration to execute the appropriate, related contracts as needed. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

LICENSES AND
PERMITS

H.1. Alderman Nelson moved to approve the following:

Grant 2020-2021 Operator licenses to: Robin L Raasch, 3168A S. 25th St., Milwaukee, with a warning letter from the City Clerk; Natalie M Schnell, 2564 N. Murray Ave. Apt. 2, Milwaukee; Kayla A. Tomaro, 4259 W. Tumble Creek Ct.; Rachel Marinez, 2561 S. 13th St., Milwaukee;

Hold the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant application of Rainbow Aero Modelers Society, Metal Carport, Planning and Inspection Permits, Spring/Summer of 2021, 7000 W. Oakwood Rd., to the 2/02/2021 Common Council meeting; and

Grant the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the following:

1. Franklin Noon Lions Club, St Martins Fair, Civic Celebration, Temporary Class B, Operator Licenses, St Martins Fair Labor Day Permit, July 2021 (Civic Celebration TBD), Sept. 5 and 6 2021, Civic Celebration/St Martins Labor Day Fair.
2. VFW Post 10394 (Franklin/Hales Corners), St Martins Fair, Temporary Entertainment & Amusement, Temporary Class B Beer, St Martins Fair Permit, Sept 5 and 6, 2021.

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

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve the following:
City vouchers with an ending date of January 14, 2021 in the amount of \$1,736,105.27; Payroll dated January 15, 2021 in the amount of \$488,031.15 and payments of the various payroll deductions in the amount of \$354,941.93 plus City matching payments; Estimated payroll dated January 29, 2021 in the amount of \$388,000.00 and payments of the various payroll deductions in the amount of \$542,000, plus City matching payments; Property Tax disbursements with an ending date of January 15, 2021 in the amount of \$52,343,112.94 and Approval to release payment to Loomis & Ryan LLC, not to exceed \$3,131,244.26. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

ORVILLE SEYMER
V. CITY OF
FRANKLIN

- G.14. Alderman Nelson motion to enter closed session at 7:06 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters

discussed therein as it deems appropriate. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 8:47 p.m.

ADJOURNMENT

J.

Alderman Mayer moved to adjourn the meeting at 8:47 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02/02/2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>REQUEST TO ACCEPT FEDERAL GRANT FOR PARTIAL EXPENDITURE ON APPROVED NextGen9- 1-1 TELEPHONE PROJECT</p>	<p>ITEM NUMBER</p> <p>G1</p>

The 2021 Budget includes approved funds to add a NextGen9-1-1 telephone system at the police department. \$125,000 is budgeted for this project.

The police department has been awarded a Federal grant for the amount of \$65,671.95 to apply to the project costs.

COUNCIL ACTION REQUESTED

Authorize the Chief of Police to accept a Federal Grant of \$65,671.95 to apply to the NextGen9-1-1 telephone project.



State of Wisconsin / DEPARTMENT OF MILITARY AFFAIRS

PO BOX 14567
MADISON 53708-0567

OFFICE OF EMERGENCY COMMUNICATIONS

TELEPHONE 608 888-5501

January 19, 2021

Cindy Manke, Communications Supervisor
Franklin Police Department
9455 W Loomis Rd
Franklin, WI 53132

RE: NG9-1-1 Reimbursement Grant Round Two Award

Dear Cindy Manke,

The Wisconsin Department of Military Affairs/Office of Emergency Communications (DMA/OEC) is pleased to award **Franklin Police Department** federal funding through the Wisconsin NG9-1-1 Reimbursement Grant Program to assist in the upgrade to NextGen9-1-1 equipment. Before work on the grant project can begin, we will need the following:

1. Thoroughly read each document within this award package.
2. The **Signatory Official** must sign and initial where indicated including the cover letter, the bottom of each page, after each general and/or special condition and the last page. Electronic signatures are acceptable.
3. The **Signatory Official** is responsible for ensuring that the agency agrees with the terms and conditions of this grant award. If the agency or signatory official does not agree with the terms and conditions, they may notify the program contact identified in the award package to decline the award.
4. Maintain a copy of the signed award documents. Return the signed award documents via email within thirty (30) days to interop@wisconsin.gov.

Please feel free to reach out to the Program Manager, Jessica Jimenez with any questions. We look forward to a collaborative working relationship with **Franklin Police Department**.

Sincerely,

Jessica Jimenez
NextGen9-1-1 Program Manager
Office of Emergency Communications
WI Dept of Military Affairs



State of Wisconsin / DEPARTMENT OF MILITARY AFFAIRS

PO BOX 14587
MADISON 53708-0587

TELEPHONE 608 888-5501

OFFICE OF EMERGENCY COMMUNICATIONS

January 19, 2021

Franklin Police Department
Richard Oliva, Chief of Police
9455 W Loomis Rd
Franklin, WI 53132

Re: **NextGen9-1-1 Reimbursement Grant Program – Round Two**

Grant Number: **2021-201**

The Office of Emergency Communications, Department of Military Affairs hereby awards to **Franklin Police Department** (hereinafter referred to as the Subgrantee), the amount of \$109,453.25 for programs or projects pursuant to the NextGen9-1-1 Reimbursement Grant Program.

This grant may be used until **December 31, 2021** for the projects consistent with the budget and general conditions in Attachment A, subject to any grant assurances set forth in Attachment B, and the reporting requirements outlined in Attachment C.

The Subgrantee shall administer the program or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Department of Military Affairs. The submitted application is hereby incorporated as reference into this award as Attachment D.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A, B and/or C) when the Subgrantee signs and returns a signed version of this grant award to the Department of Military Affairs. Keep a copy for your records.

erik.viel1@wisconsin.gov
nsin.gov

Digitally signed by erik.viel1@wisconsin.gov
DN: CN=erik.viel1@wisconsin.gov
Reason: I am approving this document
Location: your signing location here
Date: 2021-01-25 07:25:38
Foxit Reader PDF Version: 0.7.1

1.25.2021

Date

Erik Viel, Director
Office of Emergency Communications
Wisconsin Department of Military Affairs

The Subgrantee, Franklin Police Department hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

Subgrantee. **Franklin Police Department**

By: _____
Richard Oliva, Chief of Police

Date

ATTACHMENT A – GRANT SUMMARY AND AWARD CONDITIONS

Subgrantee: **Franklin Police Department**
Project Title: **NextGen9-1-1 Reimbursement Grant Program**

Grant Number: **2021-201**
CFDA: **#20.615**

Grant Period from: **Date of Subgrantee Signature** to **December 31, 2021**

Total Project Budget: \$109,453.25
Amount of Federal Funds: \$65,671.95
Approved Local Funds: \$43,781.3

NOTE: Subgrantees should reference their application budget for approved breakdown of cost. The approved application budget is included at the end of this package as Attachment D

Special Condition(s)

The following must be addressed in the first quarterly progress report:

1. Provide a copy of your agency's procurement/purchasing policy (e.g. sole/single source waiver, bidding process, etc.) that will be followed to purchase items funded under this grant award.

Grant/Budget Modifications

Budget changes in excess of 10% of the total project budget, or a change to include a line item not previously approved, requires a written modification request prior to any budget reallocations. An emailed request to Jessica Jimenez is acceptable. Contact Jessica Jimenez for a Modification Request Form.

Any changes in personnel involved with the grant including the main contact, the secondary contact and the signing official need to be reported to grant administrative staff via email.

Name of Program Manager: **Jessica Jimenez**
Phone Number: **608-888-5520**
Email: **Jessica.Jimenez@Wisconsin.gov**

General OEC Email: **Interop@wisconsin.gov**

Signing Official _____
Initials _____
Date _____

ATTACHMENT A – GRANT SUMMARY AND AWARD CONDITIONS

Award General Conditions – authorized official initial each numbered item after reading

- 1. Federal funds cannot be used to supplant local funds; they must increase the amount of funds that would otherwise be available from local resources **Initials _____**
- 2. This federal award requires a 40% local match. Matching funds must be an allowable expense under the grant program. By signing these Grant Award documents, the Subgrantee is certifying that they have the funding available to cover the total cost of the project prior to receiving reimbursement by Department of Military Affairs (DMA). The 60% federal reimbursement will be a one-time payment at the close out of the grant project when all funds for the project have been expended. **Initials _____**
- 3. To be allowable under a grant program, costs must be paid or obligated (purchase order issued) for services provided during the grant period. If obligated by the end of the grant period, then payment must be made within 30 days of the grant period ending date. **Initials _____**
- 4. No costs or services shall be incurred outside of the approved grant performance period, including all recurring costs such as subscriptions and maintenance. **Initials _____**
- 5. Subgrantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal law and the standards identified in the Procurement Standards Sections of Sections of 2 C.F.R. § 200.318-326. **Initials _____**
- 6. A copy of contracts pertaining to this grant award must be submitted to DMA within thirty (30) days of contract signing, along with any procurement solicitation and scope of work. **Initials _____**
- 7. The Subgrantee must comply with the Grant Announcement used to announce the funding opportunity and these Grant Award documents. **Initials _____**
- 8. Agencies that accept funding are responsible for all sustainment costs after the end of the grant period. **Initials _____**
- 9. All Subgrantees shall make every effort to participate in any applicable grant program conference calls or administrative trainings supplied by DMA. **Initials _____**
- 10. All Subgrantees must have an active Dun and Bradstreet Data Universal Numbering System (DUNS) number in order to receive funding. **Initials _____**
- 11. All Subgrantees must have an active registration with the System for Award Management (SAM). Failure to maintain an active status will potentially result in de-obligation of funds. No Payments will be made without an active SAM registration. **Initials _____**

Agency DUNS #: _____

Agency SAM #: _____ Expiration Date: _____

Signing Official
Initials _____
Date _____

ATTACHMENT B – GRANT ASSURANCES

Grant Assurances

Subgrantee agrees to comply with the most recent version of the Administrative Requirements, Cost Principles and Audit Requirements, as set forth in the current edition of the Office of Management and Budget (OMB) Compliance Supplement. A non-exclusive list of regulations commonly applicable to Federal grants are listed below:

1. Administrative Requirements

- a. 2 CFR §200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2. Cost Principles

- a. 2 CFR §200 Subpart E, Cost Principles for State, Local and Indian tribal Governments.
 - i. Special Considerations (2 CFR §200.416-417)
- b. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
- c. Financial and Administrative requirements set forth in the current edition of the Office of Management and Budget (OMB) Compliance Supplement. The most current edition available at this time can be found at <https://www.whitehouse.gov/wp-content/uploads/2019/07/2-CFR-Part-200-Appendix-XI-Compliance-Supplement-2019-FINAL-07.01.19.pdf>

3. Audit Requirements

- a. Subgrantee agrees to comply with the organizational audit requirements of Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR §200). The Compliance Supplement to 2 CFR §200 can be found at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/assets/OMB/circulars/a133_compliance/2016/2016_compliance_supplement.pdf.
- b. Subgrantee agrees to comply with all applicable Wisconsin State Purchases Law pursuant to Wis. Stat. Chapter 16; purchasing rules and regulations.
- c. Subgrantee agrees to use federal funds granted under this award to supplement but not supplant state or local funds for NextGen9-1-1 equipment.
- d. Subgrantee is prohibited from transferring funds between programs (i.e., NextGen9-1-1 Program, Homeland Security, Emergency Management Program Grant, etc.)
- e. Subgrantees expending a combined total of \$750,000 or more in federal funds during their fiscal year (FY), must have a single audit or a program-specific audit for that year in accordance with the Uniform Guidance 2 CFR §200 Subpart F. All auditees must submit to the federal clearinghouse the data collection form and one copy of the reporting package described above and the Data Collection Form (Form SF-SAC) to the Federal Audit Clearinghouse (FAC). The auditee must electronically submit to the FAC at <https://harvester.census.gov/facweb/>.

Subgrantees should review Chapter 11 DOA Single Audit Guide for additional information on single audit requirements. Chapter 11 can be found at https://doa.wi.gov/DECHR/Part_11%20-%20Chptr_11%20Single%20Audit.pdf. General questions related to the single audit process can be emailed to DOASSAGGeneral@wisconsin.gov

Signing Official
Initials _____
Date _____

ATTACHMENT B – GRANT ASSURANCES

4. Payment Methodology

DMA shall only remit funds to Subgrantees upon receipt of a Grant Reimbursement Request Form at the close out of the grant period, signed by an Authorized Agent such as the Signatory Official, and supporting documentation.

- Equipment or services provided, including inventory reports, vendor invoices, purchase orders, signed packing slips to certify receipt of goods and proof of payment such as cancelled checks.
- Taxes are not allowable
- Unless requested in advance, payment will be in the form of a check. If the Subgrantee prefers electronic payment via ACH, please contact Jessica Jimenez for more information.
- The 60% federal reimbursement will be a one-time payment at the close out of the grant project when all funds for the project have been expended.

5. Project Monitoring/Evaluation

Subgrantee agrees to fully cooperate with compliance audits including periodic programmatic, fiscal monitoring, records review and site visits conducted by DMA. Subgrantee agrees to submit timely and accurate Program Evaluation Reports to DMA and to participate in DMA sponsored surveys and all other required reports related to any DMA administered grant program. DMA reserves the right to deny payment to any approved programs for failure to comply with this provision.

6. Maintenance of Records

All grant documents including but not limited to invoices, purchase orders, packing slips, equipment make, model and serial numbers, must be maintained by the Subgrantee for a minimum of three (3) years after DMA closeout date.

7. Property acquired with grant funds

DMA requires that property acquired with grant funds be tagged and tracked detailing description of the property, serial or identification number, source of property, name of owner, acquisition date, cost, location, and condition. Title to property acquired in whole or part with grant funds shall vest in the Subgrantee, subject to divestment at the option of DMA, where its use for 9-1-1 purposes is discontinued. Subgrantees shall exercise due caution in the use, maintenance, protection and preservation of such property.

8. Civil Rights Requirements

All Subgrantees, regardless of the type of entity or the amount awarded, are subject to the prohibitions against discrimination in any program or activity and may be required by the Department of Workforce Development, Office of Equal Rights, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices comply with equal employment opportunity requirements. 28 CFR §42.202 (n).

9. Americans with Disabilities Act

All federal grant Subgrantees must comply with the American with Disabilities Act (ADA).

10. Reporting of Adverse Finding of Discrimination

It is the responsibility of all grantees, subgrantees and contractors under the grants, to report to the Department of Workforce Development, Office of Equal Rights, any finding of discrimination after a due

Signing Official _____
Initials _____
Date _____

ATTACHMENT B – GRANT ASSURANCES

process hearing, on the basis of race, color, religion, national origin or sex by a federal or state court or administrative agency pursuant to 28 CFP Part 42.204 (a-c).

11. Equal Opportunity, Non-discrimination and Affirmative Action Program Requirements

It is the responsibility of all Subgrantees to ensure that their employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207, 42.301 et seq., s. 51.01 (5), Wis. Stats., s. 111.32 (13)(m), Wis. Stats., and Gubernatorial Executive Orders governing the promotion of a diverse workforce, equal opportunity and the prevention of sexual harassment and including where applicable, the requirement of Subgrantees to formulate, implement and file an Equal Opportunity Plan with DMA.

In connection with the performance of work under this grant, the Subgrantee agrees not to discriminate against any employee or applicant of employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Subgrantee further agrees to take affirmative action to ensure equal employment opportunities.

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

12. Ethical Standards/Prohibited Political Activity

It is the responsibility of all Subgrantees to comply with applicable provisions of Wis. Stats. Chapter 19, Subchapter III – Code of Ethics for Public Officials and Employees and the provisions of the Hatch Act, which limits the political activity of public employees.

13. Congressional Budget and Impoundment Control Act of 1974, as amended

Grant awards are conditional, and subject to congressional or executive action including budget deferral recession.

14. Lobbying, Debarment, Suspension, Drug-Free Workplace

The Subgrantee shall comply with the provisions of 31 U.S.C. §1352. The Subgrantee receiving in excess of \$100,000 in Federal funding shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," (<https://www.gsa.gov/Forms/TrackForm/33144>) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

The Subgrantee shall comply with the provisions of Subpart C of 2 CFR §1326, "Governmentwide Debarment and Suspension (Nonprocurement)" (published in the Federal Register on December 21, 2006, 71 FR 76573), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions.

Signing Official
Initials _____
Date _____

ATTACHMENT B – GRANT ASSURANCES

The Subgrantee shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. §702), "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the *Federal Register* on November 26, 2003, 68 FR 66534), which require that the Subgrantee take steps to provide a drug-free workplace.

15. Collection of Unallowable Costs

Payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise.

16. 9-1-1 Fee Diversion

Subgrantee agrees that as a taxing jurisdiction of the State of Wisconsin, the Subgrantee has not diverted any portion of designated 9-1-1 surcharges for any purpose other than the purposes for which such charges are designated or presented from the time period 180 days preceding the date of the application and during the time period in which grant funds are available.

Subgrantee agrees that, as a condition of receipt of the grant, the Subgrantee will return all grant funds if the Subgrantee obligates or expends, at any time for the full duration of this grant, designated 9-1-1 surcharges for any purpose other than the purposes for which such charges are designated during the time period in which grant funds are available

Signing Official
Initials _____
Date _____

ATTACHMENT C – REPORTING REQUIREMENTS AND CLOSEOUT

Reporting Requirements

Subgrantee agrees to meet reasonable fiscal and administrative requirements to account for its federal grant funds in accordance with OMB Circular A-102 and as the Office of the Governor or DMA may require including but not limited to submitting quarterly financial reports, quarterly progress reports, and final financial reports and closeout documentation. Templates for the quarterly reports will be made available at a later date, including training for how to fill out the quarterly reports.

Quarterly reports must be signed by an Authorized Official and submitted to DMA within thirty (30) days (with the exception of the closeout report) after the close of each calendar quarter as follows:

Report 1 – Grant Period Start to March 31, 2021	Due: April 30, 2021
Report 2 – April 1, 2021 to June 30, 2021	Due: July 30, 2021
Report 3 – July 1, 2021 to September 30, 2021	Due: October 30, 2021
Report 4 – October 1, 2021 to December 31, 2021	Due: February 15, 2022 or sooner
Closeout Report	Due: February 15, 2022 or sooner

Failure to comply with this provision may result in the withholding of grant funds until the delinquent report is received. If a Subgrantee closes out their project prior to the grant period end date, a closeout report is required within forty-five (45) days of the final expense.

In addition to the reports specified above, Subgrantees agree to submit a copy of any final contracts pertaining to this grant award within thirty (30) days of contract signing, along with any procurement solicitation and scope of work.

Grant Closeout

After the project period of the grant has ended, the Subgrantee will need to submit all closeout documents and complete closeout requirements within 45 days after the end of the grant. Extension requests must be submitted a minimum of 30 days before the end date of the grant performance period and will be reviewed by program staff on a case-by-case basis. There is no guarantee of an extension request approval and extensions may be contingent on federal deadlines.

Unless requested in advance, payment will be in the form of a check. If the Subgrantee prefers electronic payment via ACH, please contact Jessica Jimenez for more information.

In order to closeout a grant, DMA requires submission of:

- A final programmatic report
- A final financial report – proof of payment can be a cancelled check copy or a general ledger report with the check number.
- Grant Reimbursement Request Form – expenditures on the Grant Reimbursement Form must have been incurred within the approved period of performance listed on these award documents.
- Receipts of any equipment or items identified on the Grant Reimbursement Request Form and a copy of the procurement policy authorizing that type of purchase.

Signing Official
Initials _____
Date _____

ATTACHMENT C – REPORTING REQUIREMENTS AND CLOSEOUT

- A final equipment inventory report – this report is required for any equipment purchased with a single per unit cost in excess of \$5,000 and should include serial numbers for equipment.
- Upon completion of the closeout process, DMA will send a Closeout Letter to Subgrantees, advising the grant is closed.

As the duly authorized representative, I hereby certify that the Subgrantee will comply with the above certifications and conditions.

Franklin Police Department		
Signature of Authorized Agent	Date	Agency
Richard Oliva, Chief of Police		2021-201
Name (printed)	Grant Award Number	

This grant award is effective from the date of the above signature. Substitute signing or stamping is not accepted.

PLEASE SIGN DOCUMENTS, KEEP ONE COPY FOR RECORDS AND RETURN A SIGNED VERSION VIA EMAIL WITHIN THIRTY (30) DAYS TO:

Interop@wisconsin.gov
Subject: Signed Grant Award Documents

Attachment D - Application Documents



**2019-22 Federal NextGen9-1-1 Reimbursement Grant Program
COVER PAGE**

1. Applicant	Agency Name: Franklin Police Department
	Physical Address: 9455 W Loomis Rd, Franklin, WI 53132
	Mailing Address: 9455 W Loomis Rd, Franklin, WI 53132
2. Main Point of Contact (Project Director)	Name: Cindy Manke
	Title: Communication Supervisor
	Email: cmanke@franklinwi.gov
	Phone Number: 414858-2670
3. Secondary Point of Contact	Name: Eric Stowers
	Title: Captain
	Email: estowers@franklinwi.gov
	Phone Number: 414-858-2669
4. Signing Official	Name: Richard Oliva
	Title: Police Chief
	Email: roliva@franklinwi.gov
	Phone Number: 414-858-2603
5. Applicant Type	Single Agency Application
Date of Submission:	11/24/2020



Attachment D - Application Documents
2019-22 Federal NextGen9-1-1 Reimbursement Grant Program

APPLICATION NARRATIVE

AGENCY NAME:	Franklin Police Department
---------------------	-----------------------------------

1. A brief description of your PSAP including whether you answer wireless and/or wireline 9-1-1 calls and the number of workstations in your PSAP, identifying the number of existing active, back up, and training positions. If submitting a joint application, you must include the above information for all agencies involved.

The Franklin Police Department Dispatches Police; Fire; and EMS for the City of Franklin (Wisconsin) which covers approximately 35 square miles with a population of approximately 35,620. The City of Franklin is diverse in which it has residential; retail; commercial; industrial and rural areas all encompassing. The Communications Center has four dispatch workstations all of which are set up exactly the same that allows the dispatchers to complete any and all work functions from any of the four positions. We are the primary PSAP for all wireline 9-1-1 calls, and after a year-long endeavor, in 2013 we completed the Selective Routing process. Once that process was completed we became the primary PSAP for cellular 9-1-1 calls from within the City of Franklin, they are no longer routed to the County (Milwaukee) PSAP first. Our six 911 trunks are mixed traffic; therefore, all trunks are capable for receiving wireline; wireless; VOIP. We have also completed our text-2-911 project and after we complete the final training course for our dispatchers we will have a "soft opening" to the residents in our community. At this time, we do not have a dedicated training console position, however we were able to obtain a lap-top computer with all necessary programs for our Lead Dispatcher(s) to use while training others, which allows them to be close by for monitoring/supervision; securing training documents; and retrieving/playback of calls for QA/QI.

2. Provide a brief summary of the proposed project to be funded. Thoroughly explain why this equipment needs replacement (e.g. existing equipment is/was at end of life by a certain date; current equipment is not NextGen-capable).

The project we are proposing is a complete hardware refresh of our VESTA 911 phone system. The current VESTA 911 phone system was purchased and installed in 2014 and is based on Microsoft Windows 7 platform. Our phone system does allow for some NextGen capabilities, including Text-2-911. However, since Microsoft Windows 7 support ended in January 2020, we are no longer able to install any software or security updates putting our entire phone system at risk. In addition, should one of our positions fail, these operating systems would need software reconfigurations, which would be a costly temporary solution. While some of the older hardware can run newer software, in an emergency call center which is operational



2019-22 Federal NextGen9-1-1 Reimbursement Grant Program

24/7/365 that is not an acceptable standard practice. Whereas a full hardware refresh is necessary to provide a much longer-term solution reducing the risk a phone system failure resulting in the possibility of delays in 911 responses. Since the installation of our VESTA 911 phone system, it has shown to be a reliable and stable phone system. There are additional features, which we do not currently have that would assist our Dispatchers such as RapidSOS-help locate/identify cellular 911 callers; updated mapping in real time to assist in locating cellular callers and following their movements; this is critical especially with Selective Routing.

- 3 A description of the proposed purchasing method that will be used to buy the equipment, including a list of NextGen9-1-1 standards as identified in the DHS SAFECOM Grant Guidance (https://www.cisa.gov/sites/default/files/publications/fy_2020_safecom_guidance_on_emergency_communications_grants_final.pdf - Page 59) that the equipment will meet once implemented. This purchasing method must follow your local purchasing rules. You must submit separate justification from your finance department for sole-sourced contracts. If your agency has already received bids for equipment and signed a contract, provide a description of the purchasing method used and attach the final contract.

We have secured a Vendor Quote from Baycom which is the current vendor of our VESTA phone system. In speaking directly with a Motorola representative (VESTA Services is part of Motorola); they provide the quotes directly to our vendor and would contract the work to our local vendor which would be Baycom. Therefore, the quote was sought directly from Baycom who has provided us with VESTA service since 2014. The equipment that is itemized on the vendor quote would be purchased, with a commitment from the City of Franklin securing 40% of the cost through the local budgeting process. This practice would be considered Single Sourcing and not Sole Sourcing.

The VESTA system replacement would provide the Emergency Services IP Network (ESInet) which is capable of handling large amounts of data along with various types of data utilizing Internet Protocols and standards. ESInet supports and enhances Public Safety communications in addition to 911. The full replacement of our current system will bring our service level up to true NG9-1-1 standards including NENA i3 compliant software, in addition as new i3 content becomes available, the enhanced data window will provide a reliable means for PSAP's to have it. The VESTA system has an IP soft-switch which delivers uninterrupted SIP technology, including IP voice support on i3 ESInets. The VESTA system is also focused on cybersecurity, taking into account all the services that are carried across our ESInet.

4. A proposed timeline including a proposed start date and anticipated purchasing and implementation schedule. Sample Timeline:
 - Month 1: Project Awarded, complete and return award documents
 - Month 2-4: Conduct bidding process or complete sole-source waiver



2019-22 Federal NextGen9-1-1 Reimbursement Grant Program

- Month 4: Award Bid and enter contract with vendor
- Month 5: Purchase equipment and equipment delivery
- Month 6: Install and implement equipment
- Month 7: Train personnel on equipment
- Month 8: Submit closeout and reimbursement paperwork to DMA/OEC
- Month 9-10: DMA/OEC project closeout

The proposed start date would be based on the secured funds available in the 2021 budget, which would allow us to move forward in the first quarter 2021. Upon submission of the signed contract, an agreed upon date would facilitate the project. A completion date inclusive of training would be set, in order to meet the requirements of the grant and submittal of all necessary paperwork to satisfy the grant reimbursement.

5. An explanation of local matching funds including the source(s) of those local matching funds (e.g. tax levy, donation, etc.).

The source of the local matching funds would be acquired from our regular budgeting process including adopting a resolution to fund the project.

6. An explanation of how the budget spreadsheet relates to the project and the vendor quote(s) provided. You should include as much information as possible regarding how the budget spreadsheet was developed, and why that vendor quote was used.

The project vendor quotes were based off our current VESTA system and integrating the enhancements to support technology advancements. The budget worksheet was calculated based on the vendor quote received. The quote we received was very clear in the breakdown of hardware/software/ licensing and services, which in turn made the budget worksheet easy to follow.

7. List of Attachments:

Cover Page; Application Narrative; Existing Equipment Contract showing original purchase date; Vendor Statement; Vendor Quote; Budget Spread Sheet; Letter of Commitment.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/02/2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Authorization to release funds to make the following Police Department 2021 approved Capital Budget purchases.</p>	<p>ITEM NUMBER</p> <p>G.2.</p>

The following items were approved for purchase during the 2021 Police Department Capital Budget process.

- Squad Cars - \$352,000
- Ballistic Armor - \$11,500
- Motorola APX6000 Portable Radios - \$26,400
- WatchGuard Squad Video System - \$23,500
- Squad Tablets - \$31,200

COUNCIL ACTION REQUESTED

Motion to approve the purchase of the above listed approved Police Department 2021 Capital Budget items.

blank page

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/2/2021
Reports and Recommendations	Motion to allow the Director of Health and Human Services to accept the 2021 Consolidated Contract Grants for the following programs: Childhood Immunizations, Maternal Child Health, Childhood Lead Poisoning Prevention, and Enhancing Detection and Laboratory Capacity	ITEM NUMBER <i>G.3.</i>

Background: The Wisconsin Division of Health Services awards annual block grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the following programs for 2021:

- Childhood Immunizations: \$5,730
- Maternal and Child Health (MCH): \$6,358
- Childhood Lead Poisoning Prevention: \$1,197
- Enhancing Detection and Laboratory Capacity (ELC): \$216,700

These grants assist the FHD in offering programming and services to residents based upon annual analysis and assessment of community needs in addition to the services required of us by State and Municipal codes.

Analysis: In 2020, State and Federal changes allowed much of these grants to be used to supplement local health department needs surrounding the COVID-19 pandemic. However with the addition of the ELC funds to aid in our COVID-19 work, we will be able to put programs back in place for the other grants including growth and development screenings, school based gardens, home lead assessments, continue with regularly scheduled immunization clinics for qualified individuals, as well as other community services.

Options:

1. Allow the Director of Health and Human Services to accept the 2021 Consolidated Grant awards for the Franklin Health Department.
2. Decline the acceptance of 2021 Consolidated Grant awards.

Recommendation: The Director of Health and Human Services recommends approval to accept the Consolidated Contract Grants for 2021 awarded to the Franklin Health Department.

Fiscal Note: Without the additional grant funds above, many of the programs and services Franklin residents have become accustomed to would be reduced or become unavailable due to a loss of funds.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the acceptance of the 2021 Consolidated Contract Grants for the following programs: Childhood Immunizations, Maternal Child Health, Lead, and Enhancing Detection and Laboratory Capacity.

Health Department: CD

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **47708**

Bureau of Procurement and Contracting (BPC) Review:

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

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

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

Description:

NA

Office of Legal Counsel (OLC) Review and Approval:

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

DocuSigned by

Cody Wagner

Name: Cody Wagner

Title: Office of Legal Counsel

1/25/2021

Date Signed



GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services (DHS)
and
FRANKLIN HD
for
2021 DPH Consolidated Contract

DPH Contract No.: 47708
Agreement Amount: \$229,985
Agreement Term Period: **10/1/2020 to 12/31/2022**
CARS Pre-Packet No: 17181, 17974

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 Email: cday@franklinwi.gov
Grantee DUNS Name: City of Franklin
Grantee DUNS Number: 021110432
Grantee FEIN: 396005897

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

State of Wisconsin
Department of Health Services

Grantee
Entity Name: Franklin Health Department

Authorized Representative

Authorized Representative

Name: _____

Name: Courtney Day

Title: _____

Title: Director of Health & Human Services

Signature: _____

Signature: _____

Date: _____

Date: _____

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1. DEFINITIONS

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

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

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

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

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

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

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

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

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

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

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

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

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

2. ORDER OF PRECEDENCE

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

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

3. PARTIES

- A. The State of Wisconsin Department of Health Services (DHS) is the state agency responsible for overseeing the coordination and integration of social service programs. DHS' principal business address is 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.
- B. FRANKLIN HD (Grantee) The Grantee's principal business address is 9229 W LOOMIS RD, FRANKLIN, WI, 53132.

4. PURPOSE AND SCOPE

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

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

4.1 List of Exhibits

- Contract Agreement Addendum: Exhibit I
- Contract Agreement Addendum: Exhibit II
- 2021 Quality Criteria- Childhood Lead
- 2021 Quality Criteria- Immunization
- 2021 Quality Criteria- Radon
- Boundary Statements for All 2021 DPH Consolidated Contract Funding
- 2021 Maternal Child Health Program and Children and Youth Special Health Care Program- Program Parameters
- WI LTHD Contact Tracing Funding (Profile 155806)
- Domestic Preference Addendum

5. CONTACT INFORMATION

DHS Grant Administrator

Grant Administrator Name: **Chuck Warzecha**

Telephone: **608-266-9780**

Email: Charles.Warzecha@dhs.wisconsin.gov

Grantee Grant Administrator

Grant Administrator Name: **Ms Courtney Day**

Email: cday@franklinwi.gov

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

6. PAYMENT FOR GRANT AWARD

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

7. REPORTING

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

8. FEDERAL AND STATE RULES AND REGULATIONS

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

9. AFFIRMATIVE ACTION

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

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16 765 and Wis Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

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

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

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

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

10. CIVIL RIGHTS COMPLIANCE

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

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

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

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

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

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

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

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

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

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

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

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

of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

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

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

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
- B. *Indemnification* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.
- C. *Equitable Relief* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 - 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 - 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

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

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

This Section shall survive the termination of the Agreement.

12. SUBGRANT or SUBCONTRACT

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

13. GENERAL PROVISIONS

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

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319
- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

14. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
- B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.

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

15. CHANGES IN ACCOUNTING PERIOD

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

16. PROPERTY MANAGEMENT REQUIREMENTS

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

17. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report

is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.

- C. *Source of Funding* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
 3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
 4. Report on compliance for each major program and a report on internal control over compliance.
 5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
 6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
 7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
 8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
 9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
- *NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.
- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
1. The auditee did not have an audit.

2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;
 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

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

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

18. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within 30 days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify DHS in writing, within 30 days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.

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

19. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian

20. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
 - 1. Increased or decreased volume of services.
 - 2. Changes required by state and federal law or regulations or court action.
 - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. Non-Appropriation
DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Agreement.
- D. Termination for Cause
DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
The Grantee may terminate the Agreement after providing DHS one hundred and twenty (120) calendar days written notice of DHS' right to cure a failure of DHS to perform under the terms of this Agreement.
Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. Termination for Convenience
Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement. The Grantee shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be

compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

F. Cancellation

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

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

21. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

22. DISPUTE RESOLUTION

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

- A. *Informal Review:* DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.

- B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within 14 days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within 30 days after receiving the review request.
- C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within 14 days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within 30 days after receiving the Step B review request.

23. FINAL REPORT DATE

- A. The due date of the final fiscal reports shall be **45 days** after the funding ends per the appropriate profile. Expenses incurred during the profile performance period but reported later than **45 days** after the funding ends per the appropriate profile will not be recognized, allowed or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur. Please reference the CARS information box for specified profile performance period end dates.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

24. INDEMNITY

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

25. CONDITIONS OF THE PARTIES' OBLIGATIONS

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

26. GOVERNING LAW

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

27. SEVERABILITY

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

28. ASSIGNMENT

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

29. ANTI-LOBBYING ACT

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

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

30. DEBARMENT OR SUSPENSION

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

31. DRUG FREE WORKPLACE

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

32. MULTIPLE ORIGINALS

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

33. CAPTIONS

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

34. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

A. Match Requirements:
Local MCH/CYSHCN Match

Federal Maternal and Child Health regulations require the state to provide 75% match. Contracts must include match as indicated below:

- Local organizations are required to provide local match in an amount not less than 75% of the requested grant funds. Tribal agencies, federally designated community health centers and migrant health centers are exempt from this requirement.
- Local match is funding, resources, contributions, provided by the local agency, to further the objectives of the MCH Program, outside of the MCH grant funds.

- Program costs, including match is generally considered eligible if it is budgeted for, complies with Federal regulations, and if it is not charged against any other grant. Match may consist of cash match and in-kind donations. An organization may not claim as match any costs used to match any other federal grant, award, or contract. No federal dollars may be used for match of this grant except Title XIX and Title XX reimbursements received by the organization for services when such are used to further the objectives of the MCH Program.
- An organization may count as match any local expense which meets the qualifications outlined above and which contributes to the project. For example, the local share of staff costs related to the project, and the value of supplies purchased with local funds and used in the project, may be used as match.
- An organization may also use as match any local share which meets the qualifications outlined above and which consists of effort on the organization's part to pursue the objectives of the MCH Program. For example, if an organization receives funds for a child health program, it may count as match not only the local effort which is directly related to the child health program, but local effort devoted to any other relevant maternal and child health activity.

Grantees will comply with year-end program reporting requirements set by the State of Wisconsin MCH/CYSHCN Program including documentation of 75% local match (\$0.75 local contribution for every \$1.00 federal), including program income. Grantees report through the CARS system on the DHS/DES F-00642 Community AIDS Reporting System (CARS) Expenditure Report form. In the current net expense column, use profile 193002 for reporting MCH match and profile 193001 for reporting CYSHCN match. The original DHS/DES F-00642 form is e-mailed to CARS (dhs600rcars@wi.gov) with a copy to the State MCH/CYSHCN Contract Administrator/Negotiator.

Reference: Public Health Service (PHS) Grants Policy Statement, U.S. DHHS, 1/1,2007

35. NULL AND VOID

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

36. SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS

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

The State of Wisconsin is committed to the promotion of MBEs and DVBS in the State's purchasing program. The Grantee is strongly urged to use due diligence to further this policy by awarding Subcontracts or Subgrants to MBEs and DVBS or by using such enterprises to provide goods and services incidental to this Agreement.

The Grantee shall furnish appropriate monthly information about its efforts to subcontract/subgrant with MBEs and DVBS, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified MBEs and DVBS, as well as the services and goods they provide, is available at: <https://wisdp.wi.gov/Search.aspx>

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

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

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

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

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

37. FUNDING CONTROLS

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

38. FEDERAL AWARD INFORMATION

DHS Profile Number	155020	159320	155806
FAIN	NH23IP922611	B04MC38876	NU50CK000534
Federal Award Date	9/23/2020	7/8/2020	5/18/2020
Subaward period of Performance Start Date	1/1/2021	1/1/2021	10/1/2020
Subaward period of Performance End Date	12/31/2021	12/31/2021	10/31/2022
Amount of Federal Funds obligated (committed) by this action	\$5,730	\$6,358	\$216,700
Total Amount of Federal Funds obligated (committed)	\$5,730	\$6,358	\$216,700
Federal Award Project Description	Immunization and Vaccines for Children	Maternal and Child Health Services	Wisconsin's Application for the 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Cooperative Agreement
Federal Awarding Agency Name (Department)	Department of Health and Human Services	Department of Health and Human Services	Department of Health and Human Services
DHS Awarding Official Name	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
CFDA Number	93 268	93 994	93 323
CFDA Name	Immunization Cooperative Agreements	Maternal and Child Health Services Block Grant to the States	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Total made available under each Federal award at the time of disbursement	\$17,138,756	\$10,750,089	\$137,077,934
R&D?	No	No	No
Indirect Cost Rate	0 065	0 065	0 065

39. CARS PAYMENT INFORMATION

DHS CARS STAFF INTERNAL USE ONLY						
CARS PAYMENT INFORMATION						
The information below is used by 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	1/1/2021	12/31/2021	\$13,285	
Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
155020	CONS CONTRACTS IMM		-	\$5,730	\$5,730	N/A
159320	CONS CONTRACTS MCH		-	\$6,358	\$6,358	N/A
157720	CONS CONTRACTS CHHD LD		-	\$1,197	\$1,197	6-month
					\$13,285	

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

¹ See "Funding Controls "

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:	
472787	FRANKLIN HD	260	10/1/2020	10/31/2022	\$216,700	
Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155806	ENHANCING DETECTION-COVID		-	\$216,700	\$216,700	N/A
					\$216,700	

Contract Agreement Addendum: Exhibit I

Program Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract

See 2021 Quality Criteria- Childhood Lead, 2021 Quality Criteria- Immunization, and 2021 Quality Criteria- Radon for applicable program quality criteria.

Contract Agreement Addendum: Exhibit II

Program Objectives

(A) Contract Funds, Program/Objective Values, and Other Contract Details

(B) Objective Details

Contract Agreement Addendum: Exhibit II(A)

Contract #: 47708

Agency: Franklin Health Department

Contract Year: 2021

Contract Source of Funds		
Source	Program	Amount
Franklin	Childhood Lead - Consolidated	\$1,197
Franklin	Immunization - Consolidated IAP	\$5,730
Franklin	Maternal Child Health - Consolidated	\$6,358
Contract Amount		\$13,285

Contract Match Requirements	
Program	Amount
Childhood Lead - Con	\$0
Immunization	\$0
MCH	\$4,769

Program Sub-Contracts		
Program	Sub-Contractee	Sub-Contract Amount
Childhood Lead - Con	None Reported	\$0
Immunization	None Reported	\$0
MCH	None Reported	\$0

Contract Agreement Addendum: Exhibit II(A)

Contract #: 47708

Agency: Franklin Health Department

Contract Year: 2021

	Childhood Lead - Con	Program Total Value \$1,197	
1	<p>Template Objective 2</p> <p>Comprehensive Follow-up for Low Level Lead Exposure</p> <p>Throughout the 2021 contract period, residents from the jurisdiction of the Franklin Health Department will receive comprehensive follow-up services, including a nurse home visit and environmental lead hazard investigation, at a venous blood lead level greater than or equal to 5 micrograms per deciliter</p>		\$1,197
	Immunization	Program Total Value \$5,730	
1	<p>Template Objective 1</p> <p>By December 31, 2021, 84% children residing in Franklin jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday.</p>		\$5,730
	MCH	Program Total Value \$6,358	
1	<p>Objective 3 Developmental Screening</p> <p>By December 31, 2021, the agency, in collaboration with community partners, will implement and evaluate strategy 1 to improve rates of developmental screening in their community.</p>		\$6,358
		Total of Contract Objective Values	\$0
		Total of Contract Statement Of Work Values	\$13,285

Contract Agreement Addendum: Exhibit II(B)

Contract #: 47708

Agency: Franklin Health Department

Contract Year: 2021

Program: Childhood Lead Consolidated

Objective #: 1 of 1

Objective Value: \$1,197

Objective: Primary Details**Objective Statement**

Template Objective 2

Comprehensive Follow-up for Low Level Lead Exposure

Throughout the 2021 contract period, residents from the jurisdiction of the Franklin Health Department will receive comprehensive follow-up services, including a nurse home visit and environmental lead hazard investigation, at a venous blood lead level greater than or equal to 5 micrograms per deciliter

Deliverable Due Date: 01/31/2022**Contract Deliverable (Evidence)**

A report to document the extent to which the two components of this objective were provided, specifically:

- 1) The number of children with a venous blood lead level greater than or equal to 5 micrograms per deciliter and the number who received a nurse home visit to provide information on lead poisoning prevention, and
- 2) The number of children with a venous blood lead level greater than or equal to 5 micrograms per deciliter and the number of environmental lead hazard investigations conducted on their primary residence and all secondary properties, including accompanying risk assessment reports, work orders and property clearance.

For reporting purposes, those children whose families are non-responsive to outreach or moved from the jurisdiction before appropriate follow-up services could be provided can be removed from this cohort but should be reported separately

This report should be faxed to the Childhood Lead Program (confidential fax line: 608-267-0402) or emailed to DHSLeadPoisoningPrevention@wi.gov by February 1, 2022.

Programs Providing Funds for this Objective

Childhood Lead Consolidated. \$1,197

Agency Funds for this Objective:**Data Source for Measurement**

An agency-generated report.

Baseline for Measurement

In 2019 there were 3 children with a venous BLL of 5 mcg/dL or greater

Context

There is no designated value range for this objective. This objective is intended to assure that the local health department is providing nursing and environmental interventions for children with low level lead exposure. Providing these interventions for children with low level lead exposure is intended to prevent ongoing lead exposure and more severe lead poisoning

Context Continued**Input Activities**

- 1) NURSING. For this objective, a home visit must be conducted for all children with one or more venous blood lead levels greater than or equal to 5 micrograms per deciliter. After the initial home visit, the Nursing Case Management Report should be completed. The Nursing Case Closure Report should be completed when the case is closed
- 2) ENVIRONMENTAL. For this objective, a full environmental lead hazard investigation meeting the requirements of DHS 163 and using the DHS templates must be completed for all children with one or more venous blood lead levels greater than or equal to 5 micrograms per deciliter. This includes, within 10 working days after receiving all sample results, completion of the Property Investigation form, a risk assessment report, issuance of a property owner work order letter with work specifications to address the identified lead hazards and a scope of work. Also, when the work orders are finished, this must include within 10 working days after receiving all sample results completion of the Property Investigation Closure form and a clearance report indicating that the hazards have been controlled.

The completed nursing and environmental forms and documents above must be promptly attached to the pertinent patient and address records in the Healthy Homes and Lead Poisoning Surveillance System (HHL PSS) using HHL PSS Job Aids 3 14. Patient Attachments and 4 3 Adding Attachments (<https://www.dhs.wisconsin.gov/lead/hhlpss-job-aids.htm>).

The environmental lead hazard investigation must include a child's primary residence and all pertinent secondary residences, and other areas where the child may be exposed to lead hazards. The procedure for the investigation is outlined in Chapter 7 and Appendix B of the WCLPPP Handbook for Local Health Departments and is conducted at lower blood lead levels than required by state statute (Wis Stat 254). Also see reference: "Low Level Lead Exposure Harms Children: A Renewed Call for Primary Prevention" (CDC Advisory Committee on Childhood Lead Poisoning Prevention, January 4, 2012)

Local health departments should seek third party reimbursement for nurse home visits and environmental lead hazard investigations

Contract Agreement Addendum: Exhibit II(B)

Contract #: 47708

Agency: Franklin Health Department

Contract Year: 2021

Program: Childhood Lead Consolidated

Objective #: 1 of 1

Objective Value: \$1,197

and clearances for Medicaid-enrolled children by billing Medicaid for these services.

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

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Conditions of Eligibility for an Incentive

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Contract Agreement Addendum: Exhibit II(B)

Contract #: 47708
Program: Immunization

Agency: Franklin Health Department
Objective #: 1 of 1

Contract Year: 2021
Objective Value: \$5,730

Objective: Primary Details

Objective Statement

Template Objective 1

By December 31, 2021, 84% children residing in Franklin jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday

Deliverable Due Date: 01/31/2022

Contract Deliverable (Evidence)

1) A Wisconsin Immunization Registry (WIR)-generated population-based standard benchmark report, documenting the number of children in (insert health department) jurisdiction who turned 24 months of age in 2021 contract year. The end-of-year report should be run with a 30-day buffer to ensure that all updated data have been received by the WIR. With the end-of-year report, include a summary of the accountability targets and the progress achieved, including the activities and interventions conducted. Include any barriers that may have been identified. A template to be used has been provided by the program.

Criteria for the Mid-Year Report:

Birthdate Range: 01/01/2019- 06/30/2019

Evaluation date: 07/01/2021

Run date: 07/01/2021

Criteria for the 2020 End-of-Year Report:

Birthdate Range: 01/01/2019- 12/31/2019

Evaluation date: 01/01/2021

Run date: 02/01/2021

2) An estimated itemized budget must be submitted during the negotiation phase of the contracting process. A template to be used for this budget is provided by the Immunization Program.

Programs Providing Funds for this Objective

Immunization. \$5,730

Agency Funds for this Objective:

Data Source for Measurement

Wisconsin Immunization Registry Records.

Baseline for Measurement

The 2019 end-of-year population-based standard benchmark report will be used to determine the baseline for the 2021 population-based objective.

For the baseline measurement, the following parameters will be used to run the benchmark report:

Birthdate Range: 01/01/2017 - 12/31/2017

Evaluation Date: 01/01/2020

Run Date: After 01/01/2020

Context

Children will be assessed using the standard benchmark report for having 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 varicella and 4 Pneumococcal Conjugate (PCV) vaccination by 24 months of age. Progress towards reaching 80% will be measured using a WIR Benchmark report. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction, you cannot remove him/her from your cohort.

Guidelines for determining increase needed for progress towards 2021 goals, using the 2019 end-of-year coverage rate as the baseline (see Section E):

Required Increase:

Greater or equal to 59% - 5% Above Baseline

60-69% - 4% Above Baseline

70-79% - 3% Above Baseline

Contract Agreement Addendum: Exhibit II(B)

Contract #: 47708

Agency: Franklin Health Department

Contract Year: 2021

Program: Immunization

Objective #: 1 of 1

Objective Value: \$5,730

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Contract Agreement Addendum: Exhibit II(B)

Contract #: 47708

Agency: Franklin Health Department

Contract Year: 2021

Program: Maternal and Child Health Block Grant

Objective #: 1 of 1

Objective Value: \$6,358

Objective: Primary Details

Objective Statement

Objective 3: Developmental Screening

By December 31, 2021, the agency, in collaboration with community partners, will implement and evaluate strategy 1 to improve rates of developmental screening in their community

Deliverable Due Date: 01/31/2022

Contract Deliverable (Evidence)

Data in REDCap to document data and learning community calls/meetings.

Programs Providing Funds for this Objective

Maternal and Child Health Block Grant: \$6,358

Agency Funds for this Objective:

Data Source for Measurement

Redcap, learning community attendee list and participant evaluations.

Baseline for Measurement

N/A

Context

The MCH/CYSHCN Program Parameters apply to this objective. This work will address the Title V National Performance Measure for developmental screening: Percent of children, ages 9 through 35 months, receiving a developmental screening using a parent-completed screening tool. MCH funding and/or activities may be redirected to or integrated with the COVID-19 response efforts

Context Continued

Input Activities

1. Implement and evaluate the selected strategy with activity details identified in the 2021 Supplement to GAC Objectives Strategy 1. Coordinate to promote awareness and education of importance of developmental monitoring and screening with community groups

Core Activities

- ↳ Collaborate with Wisconsin Statewide Medical Home Initiative to utilize available tools and resources (i.e., CDC Learn the Signs Act Early Materials) to promote developmental monitoring and screening.
- ↳ Outreach and recruit community groups (e.g., parent or family organizations, home visiting agencies, churches, businesses)
- ↳ Provide trainings/education for community groups to support implementation of developmental monitoring and screening practices, using tools and resources with common messaging

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

Conditions of Eligibility for an Incentive

Wisconsin Childhood Lead Poisoning Prevention Program (WCLPPP) Program Quality Criteria

Each public health program to be operated under the terms of this contract is required to follow high program quality criteria to deliver quality and cost effective administration of health care programs. Contractees should indicate the manner in which they will assure each criterion is met for this program. Those criteria include:

1. **Assessment and surveillance** of public health to identify community needs to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.

Contractee must assess local blood lead surveillance data for lead poisoning prevalence and risk factors.
2. **Delivery of public health services** to residents by qualified health professionals in a manner that is family centered, unbiased, culturally appropriate, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.
 - a. Contractees must provide services that support the elimination of childhood lead poisoning, and the early detection and treatment of children with lead poisoning including compliance with:
 - (1) WI Statute and Administrative Rules:
 - WI Stat 254 (Environmental Health, <http://docs.legis.wi.gov/statutes/statutes/254.pdf>),
 - WI Admin Rule 181 (Reporting of Blood Lead Test Results, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf), and
 - WI Admin Rule 163 (Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf) and
 - (2) Practice standards presented in:
 - *Low Level Lead Exposure Harms Children: A Renewed Call for Primary Prevention* * (http://www.cdc.gov/nceh/lead/ACCLPP/Final_Document_030712.pdf, CDC, January 4, 2012),
 - Wisconsin Childhood Lead Poisoning Prevention and Control Handbook (<https://www.dhs.wisconsin.gov/publications/p00660.pdf>, rev. 2014), and
 - U.S. Dept of Housing and Urban Development, *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*. (2012 Edition; https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines).
 - b. Contractees must assure the availability and accessibility of blood lead tests for children in the target populations, as referenced in the boundary statement.
 - c. Contractees must provide a nurse home visit and environmental investigation within two weeks of the referral date for children with an elevated blood lead level. A note should be added to the patient or address record in the Healthy Homes and Lead Poisoning Surveillance System (HHLPSS) regarding any delay.
 - d. Contractees must not discriminate on the basis of the child or guardian's race, ethnicity, religion, sex, gender identity and expression, sexual orientation, primary language, disability, marital status or national origin in any of its activities related to this contract.
3. **Record keeping** for individual focused services that assure documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.

Contractee must have a system for maintaining records that track follow-up of children with blood lead levels ≥ 5 mcg/dL and all properties associated with elevated blood lead levels, including the investigation and intervention findings and outcomes.
4. **Information, education, and outreach** programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.

Contractee must provide information to one or more target audiences within the community about lead hazards, lead hazard reduction methods, primary prevention of lead poisoning, and blood lead testing, as referenced in the boundary statement.

5. **Coordination** with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.
 - a. Contractee must build partnerships with local health care providers and agencies involved in health, social services, housing, and child care to incorporate lead hazard awareness into their activities with, or services to, families living in pre-1978 housing.
 - b. Contractee must provide information, consultation and technical assistance to health care providers or other programs to assure that treatment of children with lead poisoning is efficient and effective, and to assure that lead-safe environments are available to children with lead poisoning.
6. **A referral network** sufficient to assure the timely and appropriate provision of services to address identified client health care needs.

Contractee must assess the need for, and provide timely and appropriate referrals for, supportive services to families of lead poisoned children.
7. **Provision of guidance to staff** through program and policy manuals and other means sufficient to assure quality client care and cost-effective program administration.

Contractee must assure that local childhood lead poisoning prevention program staff has access to, are knowledgeable of and in compliance with the state statutes and administrative rules and practice standards listed in *Number 2. Delivery of Public Health Services*.
8. **Financial management practices** sufficient to assure accurate eligibility determination, pursuit of third-party insurance and Medicaid coverage of services provided, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and appropriate use of state and federal funds.

Contractee must pursue third party payment and/or other funding sources for service provision to children who are eligible for third party payment. This includes billing Medicaid fee-for-service or the appropriate managed care organization for blood lead testing of Medicaid-enrolled children. This also includes billing Medicaid for nurse home visits and environmental investigations for children with blood lead levels ≥ 5 mcg/dL.
9. **Data collection, analysis, and reporting** to assure program outcome goals are met or to identify program management problems that need to be addressed.
 - a. Contractee must regularly collect and analyze local data to determine the adequacy of blood lead testing for children, timely follow-up of lead poisoned children, timely completion of environmental investigations and lead hazard reduction work, and community lead poisoning prevention education.
 - b. Contractee must complete the following nursing and property investigation forms and environmental investigation documents (<https://dhs.wisconsin.gov/lead/ph-intervention.htm>; under the Forms and Templates tab) When you click on a template, if a window appears asking you to log in, click on the "X" in the right hand corner to go to the document.
 - Nursing Case Management Report (F-44771A)
 - Nursing Case Closure Report (F-44771B)
 - Property Investigation Report (F-44771C)
 - Property Investigation Closure Report (F-44771D)
 - Risk Assessment Report (template)
 - Work Specification Language for Lead Hazard Reduction (list of work spec options)
 - Work Orders Letter (template)
 - Scope of Work (template)
 - Clearance Report (template)

- c. Contractee must promptly attach the completed forms and documents above to the pertinent patient or address record in the HHPSS using HHPSS Job Aids 3.14: Patient Attachments and 4.3: Adding Attachments (<https://www.dhs.wisconsin.gov/lead/hhlpss-job-aids.htm>).

2021 Program Quality Criteria

Immunization

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract. Contractees should indicate the manner in which they will assure each criterion is met for this program. These criteria include:

Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.

- a. Contractees must assure reported vaccine preventable diseases (VPD) are investigated and controlled as detailed in the most current edition of the Wisconsin Disease Surveillance Manual (EPINET) and/or written disease-specific guidance from DPH (e.g. Pertussis Guidelines). Local health departments (LHDs) should maintain regular contact with local required reporters of VPDs to encourage and assure prompt reporting. Contractees should solicit the help of the Wisconsin Immunization Program when needed to help assure that an adequate system is in place to report and investigate VPD. This includes the follow-up of infants born to HBsAg-positive women. The LHD where the woman resides is responsible for follow-up activities.
- b. Contractees must annually and formally evaluate immunization delivery and the use of vaccine preventable disease surveillance systems and improve the use of those systems [e.g., the Wisconsin Electronic Disease Surveillance System (WEDSS)] in their jurisdictions, where needed.
- c. Contractees must work in collaboration with the Wisconsin Immunization Program to increase the use of existing electronic data collection systems for vaccine record keeping and vaccine preventable disease data systems.

Delivery of public health services to citizens by qualified health professionals in a manner that is family-centered, culturally-competent, equitable and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.

- a. Contractees must assure the delivery of immunization services in a safe, effective and efficient manner, as detailed in the Wisconsin Immunization Program Policy and Procedure Manual and in Chapter 252, Wis. Statutes and Chapter DHS 145, Wis. Admin. Code. Contractees must assure the immunization of children is consistent with Healthy People 2020 goals.

Record keeping for individual-focused services that assure documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.

a. Contractees must use the Wisconsin Immunization Registry (WIR) or an electronic immunization population-based data system that links with the WIR. The data system must have a tracking and recall function to identify children whose immunization records are behind schedule according to the ACIP recommendations. Tracking and recall shall be conducted at least every other month as required by the Wisconsin Immunization Policy and Procedure Manual.

b. Contractee's immunization practice must assure the immunization of children and share children's immunization records with parents or guardians, schools and child care centers and other healthcare providers as provided by the Wisconsin School Immunization Law (Chapter 252, Wis. Statutes; Chapters DHS 144 and 145, Wis. Admin. Code).

Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.

a. Contractees must engage in community partnerships to identify and address the needs of high-risk populations, reduce racial and ethnic health disparities and to educate families and the community on the importance of immunizations.

b. Contractees should engage in improving health literacy for the public and for the healthcare personnel working with immunizations to better understand, evaluate, and communicate immunization information.

Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.

a. Contractees must coordinate public and private immunization services with local child healthcare (service) providers [e.g., Women, Infants, and Children (WIC) projects; Medical Assistance programs; and other local public health programs] to assess the immunization status of, refer, and provide immunization services to under-immunized children.

A referral network sufficient to assure the accessibility and timely provision of services to address identified public healthcare needs.

- a. Contractees must develop relationships among public and private healthcare providers to facilitate access by children and families to immunization services. Contractees should work with these providers to assure that current immunization guidelines are followed.
- b. The LHD should promote the medical home concept by referring vaccine recipients to their medical home provider for subsequent immunizations and coordinate with this medical provider to assure adherence to the recommended immunization schedule.
- c. LHDs should promote the exchange and sharing of immunization data using immunization registries.
- d. The LHD will assure adequate surveillance, prompt reporting and epidemiologic follow-up of vaccine preventable diseases. When prompt reporting of a vaccine preventable disease does not occur, the LPHD will formally address the issue with the reporting agency to assure that reports are made according to the latest EPINet Manual.

Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.

- a. Contractees will ensure program staff is competent in current immunization program policy and processes, including that provided through the Centers for Disease Control and Prevention (CDC) distance learning course and CDC updates.
- b. The LHD will follow the Immunization Policy and Procedure Manual developed and distributed by the Wisconsin Immunization Program, unless otherwise agreed upon, as well as immunization policy memos periodically issued by the Program. The LHD must have written policies on the proper handling and storage of state-supplied vaccines as required by the Vaccines for Children (VFC) Program. These policies must be reviewed with all immunization program-related staff on at least an annual basis.
- c. Contractees will require at least one staff member to view the perinatal hepatitis B training webinar.

Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided.

- a. Billing for payment of childhood immunization services is not required under this section.
- b. LHDs must assure that parents of children who are on Medical Assistance will not be charged a vaccine administration fee or be requested to make a donation for vaccine or vaccine-related services.

Administration fees cannot be mandatory and clients must be informed that failure to pay the administration fee or make a donation does not preclude them from receiving state-supplied vaccine. This information must be added to immunization advertising materials used by the LHD for state-supplied vaccines. The message must be given to the client in a way and in a language the client understands.

c. Grantees must screen for insurance eligibility in accordance with current DPH guidelines for state-supplied vaccines.

Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

a. Contractees must collect and analyze agency and available private provider immunization data for children 12-35 months of age, school immunization law reports and other available population-based information needed to identify strengths and weaknesses in local delivery systems and plan improvements. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis.

b. LHDs will utilize the WIR for immunization-level data analysis.

c. LHDs and Tribes will assure staff competence with the WIR system. LHD and Tribal health staff must attend at least one Regional WIR User Group Meetings. Attendance at these meetings is necessary for staff to maintain a thorough working knowledge of the functionality of the WIR.

2021 Program Quality Criteria Radon Program

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract. Those criteria include:

Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.

- A. Contractee must assess surveillance data (including their own data) for prevalence of homes with elevated indoor radon exposures in their regions. The Division of Public Health (DPH) radon map and database are at www.lowradon.org.

Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.

- A. Cultural competence and other qualifications of persons delivering radon services must be the same as those of employees of local health agencies, such as environmental sanitarians and public health nurses.

Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.

- A. Contractee must maintain a database of measurements carried out by the public with agency assistance and, to the extent possible, follow cases of elevated exposures to promote appropriate interventions and outcomes. However, the ability to follow-up may be limited in some instances, since indoor radon is not regulated in Wisconsin and because detectors and mitigation services are available from the private sector.

Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.

- A. Contractee must serve as a resource for information in their region, and provide referrals when requested for technical information they can't provide. This enables residents to understand the lung cancer risk from radon, test their homes for radon, interpret test results and follow-up testing, and obtain effective radon mitigation services where appropriate.

Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.

- A. Contractee must coordinate outreach with other public health programs in their agency, adjusting services so as to fit into appropriate priorities among groups with other health needs.
- B. Contractee must participate in radon outreach training with their regional Radon Information Center partners, and coordinate outreach for the Radon Action Month media blitz in January with them.

A referral network sufficient to assure the timely provision of services to address identified client health care needs.

- A. Contractee must use the referral network consisting of their Regional Radon Information Center, nationally certified radon mitigation contractors, and Web sites for fast access to DPH and EPA radon information and literature. The DPH Web site is www.lowradon.org.

Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality client care and cost-effective program administration.

- A. Contractee must provide guidance on radon testing and mitigation following US EPA policies as recommended in EPA's booklets: Citizen's Guide to Radon, Consumer's Guide to Radon Reduction, and Home Buyers and Seller's Guide to Radon, which are readable and downloadable through the US EPA radon web site and the DPH radon web site.
- B. Contractee must meet criteria of cost-effective program administration in state and local statutes, ordinances and administrative rules.

Financial management practices sufficient to assure prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and appropriate use of state and federal funds.

- A. Considerations of eligibility determination, pursuit of third-party insurance and Medical Assistance coverage do not apply to radon outreach funded by DPH.

Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

- A. Contractee must review results of radon measurements they have facilitated. To the extent funded and practicable, Contractee must follow cases where elevated screening tests are reported, to ensure appropriate follow-up testing is done, and to ensure that every opportunity for radon mitigation by sub-slab depressurization is given. However, because indoor radon is not regulated in Wisconsin and because detectors and mitigation services are available from the private sector, the ability to follow-up may be limited in some instances.
- B. Contractee's report to the radon program in DPH must be filled out electronically and will be included in the DPH report to US EPA.

Boundary Statements for All 2021 DPH Consolidated Contract Funding

Please note: This attachment includes Boundary Statements for all funding associated with the DPH 2021 Consolidated Contract. Individual agencies may not receive all funding.

Wisconsin Childhood Lead Poisoning Prevention Program Program Boundary Statement

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local public health and tribal agencies (LPHA) will need to set its objectives.

Program Boundary Statement:

Local childhood lead poisoning prevention programs are to implement objectives that will protect children against lead poisoning and eliminate it as a major childhood disease. The impact of LPHA activities should result in decreasing lead hazards in the environment(s) of children and increasing early detection and treatment of lead poisoning in children up to age 16. All children up to age 16 who have an elevated blood lead level should receive environmental and nursing interventions.

Education activities are to be targeted at community members who play a role in preventing lead exposure, eliminating lead hazards, providing blood lead testing, or providing medical or environmental follow-up to children who are lead poisoned (greater than or equal to 5 micrograms per deciliter [mcg/dL]).

Long-term Program Goal:

To eliminate childhood lead poisoning in Wisconsin.

Annual Program Goals:

- Increase the involvement of community members in childhood lead poisoning prevention activities
- Increase the availability of lead-safe housing for families with young children
- Educate parents so they have the knowledge and skills necessary to protect their children from lead hazards
- Increase blood lead testing of children who are in the target populations
- Provide intervention for children with blood lead levels greater than or equal to 5mcg/dL
- Provide comprehensive property investigations for children up to age 16 with elevated blood lead levels, including adequate documentation of environmental lead sources, work orders and property clearance

Target Populations:

Highest-risk children for blood lead testing include those 0-5 years of age who meet one or more of the following criteria:

- live in high-risk neighborhoods,
- live, or spend significant time, in pre-1950 housing,
- live in pre-1978 housing undergoing renovation or remodeling,
- are eligible for the Medicaid or WIC program,
- have a sibling or playmate who has lead poisoning.

References:

Federal Regulations and Guidelines:

- Educational Services for Children Affected by Lead Expert Panel, *Educational intervention for children affected by lead*. Atlanta: U.S. Department of Health and Human Services (April 2015); [https://www.cdc.gov/nceh/lead/publications/Educational Interventions Children Affected by Lead.pdf](https://www.cdc.gov/nceh/lead/publications/Educational%20Interventions%20Children%20Affected%20by%20Lead.pdf).

- CDC Advisory Committee on Childhood Lead Poisoning Prevention, *Low Level Lead Exposure Harms Children A Renewed Call for Primary Prevention*. Atlanta: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, (http://www.cdc.gov/nceh/lead/ACCLPP/Final_Document_030712.pdf, CDC, January 2012)
- *CDC Response to the ACCLPP Recommendations*, Atlanta: U.S. Department of Health and Human Services (June 7, 2012; http://www.cdc.gov/nceh/lead/acclpp/cdc_response_lead_exposure_recs.pdf).
- U.S. Dept of Housing and Urban Development, *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*. (2012 Edition; https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines).
- Centers for Medicare and Medicaid Services, *State Medicaid Manual, Part 5 Early and Periodic Screening, Diagnosis and Treatment* Section 5123.2, page 5-15, not on-line

State of Wisconsin Statute and Administrative Rules:

- WI Statute Chapter 254: *Environmental Health* (<http://docs.legis.wi.gov/statutes/statutes/254.pdf>)
- WI Administrative Rule DHS 163: *Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards* (http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf)
- WI Administrative Rule DHS 181: *Reporting of Blood Lead Test Results* (http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf)

Program Policies and Guidance Documents:

- WI Blood Lead Screening Guidelines for Children (Revised 2014; <https://www.dhs.wisconsin.gov/lead/links/wibloodleadscreeningrecommendations.pdf>)
- WCLPPP Handbook for Local Health Departments (Revised 2014; <http://www.dhs.wisconsin.gov/publications/p00660.pdf>; under the Handbook tab)
- Nursing and environmental investigation forms and templates; (<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>; under the Forms and Templates tab)
 - Nursing Case Management Report (F-44771A)
 - Nursing Case Closure Report (F-44771B)
 - Property Investigation Report (F-44771C)
 - Property Investigation Closure Report (F-44771D)
 - Risk Assessment Report (template)
 - Work Specification Language for Lead Hazard Reduction (list of work spec options)
 - Work Orders Letter (template)
 - Scope of Work (template)
 - Clearance Report (template)
- *How to Do A Lead Risk Assessment* video (<https://www.youtube.com/watch?v=QOrhcnYKUwU>)
- Healthy Homes and Lead Poisoning Surveillance System (HHLPPSS) Job Aids (<https://www.dhs.wisconsin.gov/lead/hhlppss-job-aids.htm>)
- Medicaid reimbursement for lead-related services (<https://dhs.wisconsin.gov/lead/medicaid-reimbursement.htm>)

Acceptable Program Objectives:

- Objectives that involve blood lead testing at WIC for uninsured children.
 - Local health departments should seek Medicaid reimbursement for blood lead testing of Medicaid-enrolled children. This may require establishing contracts with the managed care organizations within their community.

- Objectives that involve direct provision of services to families with children at high risk for, or with, lead poisoning.
- Objectives that build capacity in a community to prevent lead poisoning and increase the availability of lead-safe housing to families of young children.
 - This involves going beyond the one-to-one transfer of information to building partnerships with targeted organizations or groups that can assist in maximizing community resources to meet the goal of eliminating lead poisoning. For example, reaching out to child care regulators, child care providers and home visitors who provide service to or work with the target population, parents or caregivers of young children.

Unacceptable Program Objectives:

- Objectives for general educational outreach, such as health fairs or public service announcements, will not be accepted.

Relationship to the Wisconsin Health Improvement Plan and its Priorities

Lead exposure can cause permanent brain damage and negatively affect learning, behavior, and health throughout the child's life. Lead exposure can have an impact on each of the Division of Public Health's Health Improvement Plan Priorities.

- **Alcohol and Opioid Abuse.** Many studies have found strong associations between higher blood lead levels and aggressive behavior, impulsivity, hyperactivity, and attention impairment. Children exposed to even moderate amounts of lead are more likely to exhibit behavior problems in childhood, to engage in risky behavior, such as alcohol or drug abuse, in the teenage years, or engage in violent or criminal behavior in young adulthood.
- **Tobacco.** Tobacco smoke continues to be a substantial source of exposure to lead in the U.S. population in general. There is a linear relationship between smoke exposure and blood lead levels (BLLs) in youth and adults. Youths with secondhand smoke exposure have BLLs suggestive of the potential for adverse cognitive outcomes.
- **Nutrition and Physical Activity.** A) *Nutrition:* Children with an adequate amount of calcium, iron, and zinc in their diets absorb less lead than children with dietary deficiencies. In addition, a compromised nutritional state makes one more susceptible to the damaging effects that result from increased absorption of ingested lead. Adults who have calcium deficiency and simultaneously experience other conditions that would normally mobilize calcium from the bones may mobilize lead that has been stored in bone tissue into the blood. For example, a pregnant woman who has a low dietary calcium intake may release stored lead from her bones into her blood, where it becomes available to the fetus.
B) *Physical activity:* Lead exposure in childhood has been shown to adversely affect the child's ability to maintain upright balance and other neuromotor performance capabilities, such as bilateral coordination, upper-limb speed and dexterity, and fine motor coordination. Teens and adults who were lead-poisoned as young children are more likely to experience poor upright balance, coordination, and motor skills, and increasing long-term injury risk.
- **Suicide.** Researchers have found that men and women in their 20s and 30s with the highest levels of lead in their blood were more than twice as likely to suffer from major depression as their peers with the lowest blood lead levels, while their risk of panic disorder was nearly five times greater. Research has also shown that teens that were lead-poisoned as young children are more likely to develop depression and panic attacks.

2021 Program Boundary Statement

Wisconsin Immunization Program

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local health department (LHD), tribe or agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility.

However, if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement. LHDs, tribes and agencies are encouraged to leverage resources across categorical funding to achieve common program goals. The Wisconsin Immunization Program aligns well with the boundaries of the Women, Infants, and Children (WIC) and Maternal and Child Health (MCH) programs.

Program Boundary Statement:

The LHD's immunization program is expected to administer vaccines primarily to children from birth through 18 years of age. The LHD will assure the development and maintenance of a jurisdiction-wide immunization infrastructure necessary to raise immunization levels for universally recommended vaccines. The LHD is expected to maintain immunization levels for the clients served by the agency based on the current Advisory Committee on Immunization Practices (ACIP) recommendations. In addition, the LHD will assure adequate surveillance, prompt reporting and epidemiologic follow-up of vaccine preventable diseases. LHD's will provide perinatal Hepatitis B case management services as outlined in the Wisconsin Perinatal Hepatitis B Prevention Program Manual. In addition, every LHD must have a least one staff member watch the perinatal hepatitis B training webinar. The LHD will follow the Immunization Policy and Procedure Manual developed and distributed by the Wisconsin Immunization Program, unless otherwise agreed upon. It will also assure that community wide systems are in place to prevent vaccine preventable diseases such as diphtheria, tetanus, pertussis, polio, measles, mumps, rubella, Haemophilus influenzae B, varicella, pneumococcal disease, meningococcal disease, influenza, rotavirus, human papillomavirus (HPV), and hepatitis A and B. To ensure that funds provided for this program through the consolidated contract are used effectively, the contractee will be required to measure the outcome of its efforts to achieve goals. The LHD will establish and maintain partnerships with all immunization providers in its jurisdictions.

Long-term Program Goals:

The Wisconsin Immunization Program has reviewed and analyzed Healthiest Wisconsin 2020 and CDC's Healthy People 2020, the plans available at the time of review, to ensure that its program goals are aligned. The Program will continue to evaluate progress towards the 2020 goals on an annual basis.

The annual Consolidated Contract process is an important component of the Wisconsin Immunization Program's efforts to use evidence-based practices and data-driven activities to improve immunization

rates. To that end, state, regional and local public health entities have a leadership role in educating for, implementing, assessing and assuring population-based immunization activities to meet local, state and federal immunization goals and objectives. Due to limited resources, high leverage activities need to be prioritized, thus having the greatest impact on programmatic functions and stated goals within the defined public health functions of assessment, policy development, and assurance.

Currently, Wisconsin's rate for the 4:3:1:3:3:1:4 series for children aged 19-35 months is 69.2% (NIS 2017 data). Through performance-based contracts, we can execute population-based immunization activities to achieve local, state and federal immunization goals aimed at having 80% percent of Wisconsin children aged 19-35 months who received all universally recommended vaccines (4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4:3:1:3:3:1:4]). The 2019 Wisconsin Immunization Registry (WIR) statewide coverage rate for children 24 months of age is 72.13% for 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4:3:1:3:3:1:4].

Currently, the 2017 NIS-Teen estimated Tdap, MCV4, and HPV coverage rates among Wisconsin adolescent males and females aged 13-17 years are Tdap (1), 90.3%; Meningococcal (1), 83.8%; HPV(1), 69.2%; HPV(2), 57.4%; and HPV(3), 40.7%. The 2019 Wisconsin Immunization Registry (WIR) adolescent statewide immunization coverage rates for both males and females aged 13-18 year olds are HPV (1) 59.25%, HPV Complete 46.02%, Meningococcal (1) 72.98%, Tdap (1) 78.95%.

For the 2019-2020 school year, 2,850 schools reported information on 958,446 students.

The percentage of students who met the minimum immunization requirements was 91.7% for the 2019-2020 school year. Noncompliant students were comprised of 1.8% who were behind schedule and 0.5% who had no record. The percentage of students with a waiver (personal conviction, religious, or medical) for one or more immunizations increased from 1.6% during the 1997-1998 school year to 5.1% during the 2019-2020 school year. Percentages of students with religious and medical waivers have remained relatively constant, but the percentage of students with a personal conviction waiver increased from 1.2% during the 1997-1998 school year to 4.4% during the 2019-2020 school year.

Annual Wisconsin Immunization Program Goals:

For 2021, increase the percent of Wisconsin children ages 19-35 months who receive all the universally recommended vaccines of 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 HepB, 1 Varicella and 4 Pneumococcal (PCV13) to the Healthy People 2020 goal of 80% for 4:3:1:3:3:1:4. An additional goal will be to increase the effective use of the Wisconsin Immunization Registry (WIR) or an immunization registry capable of interfacing with the WIR. Effective use is evidenced by an increase in the overall jurisdictional rise in immunization levels. LHDs must explore jurisdiction-specific practices to increase the number and effective use of registries as described above.

For 2021, increase the percent of Wisconsin adolescent children ages 11-12 that receive Tdap and MCV4 and are HPV Complete to the Healthy people 2020 goal. Also, an additional goal will be to increase the HPV initiation and completion of the series in adolescents by strongly recommending adolescent vaccines to parents of 11 through 18 year old children.

For 2021, achieve 100% timely reporting of the School Report to Local Health Department (F-04002), according to DHS 144.07(4), Wis. Admin. Code.

Target Populations:

The Immunization Program primarily serves Wisconsin children ages 0-18 years.

References:

Federal Regulations/Guidelines:

Centers for Disease Control and Prevention (CDC), Grant Award Terms & Conditions, Federal Regulations and Policies

CDC Current ACIP Recommendations

CDC Vaccines for Children (VFC) Program Operations Guide

CDC "Pink Book"

CDC Healthy People 2020

CDC National Immunization Survey (Note: Use interactive menus on VaxView pages.)

State of Wisconsin Statutes/Guidelines:

WI Statute 252

WI Administrative Rule DHS 144

WI Administrative Rule DHS 145

WI State Health Plan: "Healthiest Wisconsin 2020", including the Implementation Plan

Wisconsin Immunization Program Policies: Immunization Policy and Procedure Manual, 2010

Wisconsin Immunization Registry (WIR) User Manual

Core Competencies for Public Health Professionals

(http://www.phf.org/resourcestools/pages/core_public_health_competencies.aspx)

Note: Click "Cancel" if login credentials are requested after following the link. Then click "Download this File" on the Public Health Foundation's website to access the core competencies PDF file.

Optimal or Best Practice Guidance:

Contractees must use the WIR or an electronic immunization population-based data system that links with the WIR.

Contractees should make every effort to identify and link immunization outreach and promotion activities with existing local health department efforts targeted at high risk families. These may include but are not limited to: perinatal care coordination (PNCC), WIC programming and education, new-baby mailings and home visits, LHD health check programming, Birth to 3 programming, developmental screening programs, safe and healthy home inspections, Preparedness education for families, lead screening programs, school and daycare efforts, and reproductive health programming, etc.

Contractees must engage and foster community partnerships to 1) identify and address the needs of high-risk populations in a culturally competent and linguistically appropriate manner and 2) educate families and the community on the importance of on-schedule immunization of children.

Contractees should make every effort to share information on vaccine preventable diseases, immunization, and local assessment data with local private health care providers and key community stakeholders to include community based organizations in an effort to increase immunization coverage rates within their jurisdictions.

Unacceptable Proposals:

The Wisconsin Immunization Program will not accept any objectives other than the template objectives in effect for the contract year. Once a population-based template objective has been negotiated, the addition of a unique objective may be considered through consultation with your Immunization Program representative.

Past programmatic template objectives may not fit into the new framework in which we are trying to achieve these goals. Use of past objectives will require negotiation and does not guarantee acceptance.

Relationship to State Health Plan: Healthiest Wisconsin 2020:

The vision of Healthiest Wisconsin 2020 (HW2020) is “everyone living better, longer.” This was chosen to stress the importance of living a quality life from birth to old age, and to be inclusive of all communities and regions.

Complementing HW2020’s vision are two goals. The first goal is to improve health across the lifespan. This preventative approach emphasizes the importance of starting healthy practices at a young age in order to avoid acute and chronic disease and injury, and continuing them until the end of life. The second goal of HW2020 is to eliminate health disparities and achieve health equity.

Communicable Diseases:

Immunize

Prevent disease, including strategies to reduce disparities in high risk populations

Communicable disease prevention and control protect both individuals and entire populations. Effective immunizations have drastically reduced many, once common communicable diseases. Prompt identification and control of communicable diseases reduce illness and premature deaths, health costs, and absenteeism.

Objective 1

By 2020, protect Wisconsin residents across the life span from vaccine preventable diseases through vaccinations recommended by the U.S. Advisory Committee on Immunization Practices (ACIP).

Objective 2

By 2020, implement strategies focused to prevent and control reportable communicable diseases and reduce disparities among populations through higher immunization rates.

Addendum

Activities should focus on both individual/family-based interventions and community/system-based interventions where an immunization intervention might be used to reach high risk persons for increasing immunization rates. Examples include:

Community/System Activities

Registry

Promote the use of and enrollment in immunization registries and electronic health records that interface with WIR with private providers in your community.

Work with private medical doctors to utilize registries.

Contact private providers not currently using a registry to help facilitate in any way possible the use of WIR or a registry capable of interfacing with WIR (e.g., arrange a demonstration of WIR, coordinate with WIR Implementation Coordinator for training, offer to assist in facilitation of data entry).

Work with private providers to best utilize WIR when necessary to assure that immunization data will be entered accurately and in a timely manner.

Tracking and recall shall be conducted at least every other month as recommended by the Wisconsin Immunization Program's Immunization Policy and Procedure Manual.

Media

Expand immunization media coverage to include "expert" guest columns.

Share stories on the benefits of immunization.

Implement media outreach strategies in support of childhood immunization in the community.

Market immunizations through social networks (e.g. Twitter, Facebook, websites, texting, etc.). Marketing must be in compliance with HIPAA and confidentiality rules and regulations.

Community Outreach

Use zip-code level data to inform outreach in areas of low vaccination coverage.

Identify strategies to outreach under-immunized populations in your jurisdiction, e.g. church bulletin inserts, community newsletter information, "School Friday Folder" or backpack inserts to promote immunizations.

Ensure resources are culturally appropriate for ethnic groups in your community (i.e. correct language)

Work with community based organizations such as local food banks, to educate the community and promote immunizations.

Meet with local medical societies, Rotary and/or Kiwanis clubs to gain support for local public health population based efforts in the county or jurisdiction

Work with parish nurses at congregations to promote on-schedule immunization.

Partner with pharmacies to help vaccinate patients during clinic off-hours and promote immunizations.

Provide education to child health care center providers on the importance of keeping immunizations up-to-date (UTD) for children in their care.

Promote immunizations by having an informational flyer at the Department of Motor Vehicles (DMV) office in your jurisdiction.

Ask the county board chairperson to set one day during the school year as "Check Your Child/Adolescent Immunization Record Day".

Community prevention and preparedness strategies should also include emphasis on UTD immunizations

Provider Outreach

Share current immunization information or provide an annual immunization update with providers in your community.

Plan an immunization workshop for immunization providers.

Promote childhood/adolescent immunizations by routinely measuring your jurisdiction's immunization coverage levels and share the results with staff and the medical community.

Meet with department head of pediatrics, nursery, OB or family medicine at local hospitals to promote on-schedule immunization of children, including birth dose of Hepatitis B.

Work with hospital perinatal educators to promote on-schedule immunization of infants, including birth dose Hepatitis B and Tdap and Influenza vaccine for new mothers and close contacts of infants.

School Outreach

Work with schools to promote the importance of immunization and school requirements.

Work with schools that have high waiver rates or decreasing compliance rates.

Work with school staff to provide education for parents choosing personal conviction waivers.

Work with schools to garner compliance with the school immunization law, DHS 144 Wis. Admin. Code.

Work with schools to ensure timeliness and accuracy of the School Report to Local Health Department.

Promote adolescent immunizations at school sporting events (e.g., signs at the concession stands).

Provide promotional materials to school health classes to promote the adolescent platform.

Coalitions

Share immunization assessment data with local private providers and local coalitions.

Actively seek new community coalition members (non-traditional)

Create, join, or support an immunization coalition.

Outline a community immunization action plan with coalition members to improve immunization coverage.

Partner with a nearby coalition to help raise HPV immunization rates in your jurisdiction.

Individual/Family Activities Check immunization records at lead screening sites.

PNCC clients – have an immunization education module and follow birth with appointment for the 1:1:1:1 vaccination series.

Check records of children of women being followed for inter-conception counseling.

Follow breast feeding mothers at 1-2 months and check on first immunization appointment.

Include Immunization teaching in all Health Education Activities targeted to MCH populations.

Promote the public access component of WIR.

Partner with WIC to promote immunizations.

Assess and provide any needed immunizations at WIC appointments.

Use early intervention developmental profile (EIDP) education to assure that young women are fully immunized and/or referred for immunizations.

Provide accurate information to parents regarding vaccine safety.

Provide adolescent immunization information at sexually-transmitted disease (STD) clinics (during follow up), family planning, and pre-natal classes (especially those who might have pregnant teens in them).

Use teach-back methods for parents to understand the importance of immunization and to understand what immunizations are recommended the first time they hear it.

Keep message short

Use active voice

Frame ideas in the here and now

Avoid jargon and define unfamiliar terms

Write as you would speak

2021 Program Boundary Statement Radon Program

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local public health department (LPHD), Tribe or agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility. However, if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement.

Program Outline:

Objectives for reducing exposures to elevated indoor radon in homes are funded for two classes of agencies:

Radon Information Centers (RICs): Seventeen local health or environmental agencies will be funded to deliver eight services of a single objective, each agency to multiple counties (a region), concerning: outreach, public consultation, proficiency certification, coordination with DPH, database, and field site visits.

Local health agencies other than RICs will not be funded in 2021.

Long-term Program Goals: The Outcome Goal is reduction of lung cancer incidence by reducing exposures of the public to indoor radon. An Output Goal is that every home with ground contact be tested for radon, identifying those with exposures to residents averaging higher than 4 pCi/L in occupied spaces, and reducing those to far below 4 pCi/L with the mitigation method recommended by US EPA. Another Output Goal is that new homes be built with features recommended as effective in helping to keep radon out of the indoor air.

Target Populations:

- Residents of all homes in Wisconsin having ground contact.
- Residents in regions of the Wisconsin radon risk map where higher percentages have elevated radon.

Every home with ground contact should be tested, because:

- Homes with elevated radon have been found in virtually every zip code in Wisconsin;
- The radon in any particular home is not predictable;
- Neighboring homes tend to have greatly dissimilar concentrations;
- Radon screening tests may be made for as little as \$10 and radon mitigation is available at reasonable cost.
- The only way for homeowners to know if their radon is elevated is to test.

References:

Federal Regulations/Guidelines

- *US EPA: Citizen's Guide to Radon*
- US EPA: Home Buyers and Sellers Guide to Radon
- US EPA: Consumers' Guide to Radon Reduction
- State of Wisconsin Statutes s. 254.34

Program Policies

- Policies of the US EPA regarding measurement, mitigation and risk reduction for radon in homes, as reflected in the three EPA documents above, should be recommended. No others have been specified in state legislation.

Unacceptable Proposals:

- Radon measurement for building types other than homes will not be funded. Advising them is done only by DPH in coordination with RICs, because measurement protocols, interpretation of results in terms of risk, and methods of mitigation can differ from those for various building types.
- Funds will not be provided to pay for radon mitigation itself.

Relationship to Division of Public Health Strategic Plan

Practice: Expand the Understanding of What Creates Health

1.1 Build a Shared understanding for advancing health equity and social determinants of health.

Strategy: Housing is a social determinant of health. Engaging communities across the state in understanding that the conditions in which people live have a wide range of health outcomes. Testing and mitigating for radon can lower lung cancer risks for both smokers and non smokers.

Methodology:

- Use indicators to show increase the percentage of homes with healthy, safe environments in all communities with a focus on minority, low income, and underserved areas. Indicators for the radon program include number of test results returned and number of radon mitigations performed.
- Updating online mapping tools regularly can show risk potential for radon in areas across the state.
- Move state and local policy toward radon resistant new construction for all new homes being built.

2021
Maternal Child Health Program
And Children and Youth with Special Health Care Needs Program
Program Parameters

The Title V Maternal and Child Health (MCH) Services Block Grant creates Federal-State-Local partnerships to develop state and local systems to meet the critical challenges facing women, children, youth, families, children with special health care needs and communities. Local health agencies and tribal agencies are encouraged to work with community and state partners to achieve common program goals as well as to assure coordination with all the CYSHCN Programs that serve children and youth with special health care needs (i.e., the Regional Centers for Children and Youth with Special Health Care Needs (CYSHCN) and others) as appropriate. States must use at least 30% of Title V Block Grant funds for preventive and primary care programs serving children; and 30% to support programs for children and youth with special health care needs.

Target Populations

The populations to be served are all infants, children and youth, including children and youth with special health care needs, and pregnant women and teens, and their family, with a special focus on those at risk for poor health outcomes.

State MCH/CYSHCN Priorities and Performance Measures

The 2020 MCH Needs Assessment led to the identification of MCH/CYSHCN priorities and performance measures for 2021-2025.

MCH Program Priority Areas:

- Foster Positive Mental Health and Associated Factors
- Enhance Identification, Access and Support for Individuals with Special Health Care Needs and their Families
- Advance Equity and Racial Justice
- Improve Perinatal Outcomes
- Cultivate Supportive Social Connections and Community Environments
- Promote Optimal Nutrition and Physical Activity
- Assure Access to Quality Health Services

National and State Performance Measures by Population Domain:

- Women/Maternal Health
 - Well Woman Visit
- Perinatal/Infant Health
 - High Quality Perinatal Care
 - African American Infant Mortality
 - Breastfeeding
- Child Health
 - Developmental Screening
 - Physical Activity – Ages 6 through 11
- Adolescent Health
 - Injury Hospitalization – Ages 10 through 19
 - Adolescent Well Visit
- Children and Youth with Special Health Care Needs
 - Medical Home
 - Transition - from pediatric to adult health care
- Cross-cutting/Life course
 - Social Connectivity
 - Representative Participation

Maternal Child Health Program (MCH) Program Parameters: Required Activities

Local public health departments and tribal agencies receive Title V MCH funds for objectives supporting select MCH National and State Performance Measures. The objectives and strategies outlined for agencies help measure and accomplish the MCH program overall goals related to breastfeeding, child development, adolescent injury prevention, high quality perinatal care, health equity and representative participation. LHDs and tribal agencies can use local community health assessments, surveillance data, Wisconsin County Maternal and Child Health Profiles, and other data sources to assist with strategy selection systematic program planning, and policy development to implement and evaluate each selected strategy. *(See MCH Objective list with specific strategies for each area of focus).*

Required Core Activities Include:

1. Implement and evaluate selected/contracted strategies and activities.
2. Collaborate with community partners.
3. Participate in all quarterly Learning Community meetings/calls.
4. Report in REDCap quarterly.
5. Exhibit and/or advance knowledge in the following areas: basic quality improvement concepts and terminology, family engagement and leadership, cultural competence, life course theory, Adverse Childhood Experiences (ACE's), trauma informed care principles and application including resilience.
6. Participate in MCH Program evaluation efforts throughout the contract year.
7. Request technical assistance as needed from the MCH contract administrator.
8. Maintain a link to the Well Badger Resource Center website and searchable directory at: www.WellBadger.com. Display and provide marketing information and referral resources and services for Well Badger. Provide a voice message for the Well Badger MCH/First Step Resource Line:
 Call 1-800-642-7837
 Text 608-360-9328
 Email help@wellbadger.org
 WEB www.wellbadger.org
9. All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: "Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services."
10. FEDERAL MCH MATCH: Report 75% match in GAC AND in CARs using the Community AIDs Reporting System Expenditure Report (F-00642) form by January 31st 2022. Please use profile ID # 193002. (See example below)

DEPARTMENT OF HEALTH SERVICES Division of Enterprise Services F-00642 (08/2018)	COMMUNITY AIDS REPORTING SYSTEM (CARs) EXPENDITURE REPORT			STATE OF WISCONSIN
INSTRUCTIONS: 1. Report expenses in whole dollar amounts. No formulas. 2. See Contract for current Agency Number and Agency Type. 3. Complete one line per profile.	<input type="checkbox"/> Original Report <input type="checkbox"/> Additional Report <input type="checkbox"/> Final Report			Office Use Only
	Agency Number	Agency Name		Date entered in CARs
	Agency Type	Agency Contact Person	DHS Contract Administrator	Operator Initials
	Report Period (mm/yy)	Agency Contact Phone Number	Agency Contact Email Address	
Profile Name	Profile Number	Current Net Expense	CTD (Contract to Date) Expense	Comments
MCH Match	193002		Add Match Dollars	Required FED Match
CYSHCN Match	193001		Add Match Dollars	Required FED Match

Federal Match Requirement: Grantees receiving federal funds must provide 75% match (\$0.75 local contribution for every \$1.00 federal) for all Title V MCH Block grant funds. Agencies that do not meet their MCH match

requirements may be subject to repayment of grant funds. *(Tribal Agencies are not required to report match)*

Children and Youth with Special Health Care Program (CYSHCN) Program Parameters: Required Activities

The Wisconsin MCH Title V Program funds five Regional Centers for CYSHCN, 5 statewide hubs of expertise, and quality improvement grants to tribal health centers (through the Wisconsin Medical Home Initiative). Objectives and strategies support national performance measures for CYSHCN which are medical home and youth transition from pediatric to adult health care. In addition, there is a focus on strengthening youth/family/consumer engagement and leadership and health equity. *(See CYSHCN objectives list with specific strategies).*

Required Core Activities Include:

1. Staffing minimum for the Regional Centers: a project director and at least one staff who is a parent/caregiver of a child with special health care needs staff member or a person with lived experience. Parent(s) in a leadership administrative capacity is strongly encouraged. Any exceptions to this staffing requirement should be approved by the Regional Center contract administrator.
2. Assure all staff is orientated to develop the knowledge and skills for advancing professional skills, knowledge and understanding in the following areas: Wisconsin children with special health care needs survey data, quality improvement concepts and terminology, medical home and youth health transition model and concepts, Got Transition domains, family engagement and leadership, CYSHCN standards, cultural competence, disability and healthcare disparities, health equity, life course theory and application (including trauma informed principles and application including resilience), and population health. See attached list of links to information for each of the knowledge areas.
3. Attend and participate in Network Directors Meetings, Information & Referral Specialists call, Transition Learning Community, Advancing Care Coordination Learning Community calls, REDCap Data and Reporting Group, and other required meetings or trainings.
4. Collaborate with the CYSHCN Statewide Coordinator to identify issues and discuss technical assistance needs. (Additional training activities and or education planning shall be done in collaboration with the state CYSHCN staff).
5. Complete annual competency assessments (ABC for Health's Health Benefits Competency assessment; Medical Home and Youth Health Transitions competency assessment).
6. In consultation with the DHS CYSHCN Program, serve in leadership roles on statewide committees and boards to advance and promote awareness of CYSHCN mission and goals.
7. Assure Regional Center and Hub staff is trained in the use of developed curriculum, use the standardized evaluation form for trainings, distribute the family questionnaire at trainings or other events and, provide links to resources.
8. Maintain an agency webpage including a link to the Well Badger Resource Center website at: www.wellbadger.org and to the [CYSHCN Networks of Support for Families one-pager](#). Provide a voice message for Well Badger when not in the office.
Call 1-800-642-7837
Text 608-360-9328
Email help@wellbadger.org
Web www.wellbadger.org
9. Promote and distribute CYSHCN Network partner program information. Display and provide marketing information, referral resources and services for Network partners.
10. Report in REDCap quarterly, participate in mid-year review and produce an EOY work plan report on items not collected in REDCap.

11. Participate in CYSHCN Program evaluation efforts throughout the contract year.
12. Use quality improvement practices throughout your efforts.
13. All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: "Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services."
14. **FEDERAL CYSHCN MATCH:** Report 75% match in GAC AND in CARs using the Community AIDs Reporting System Expenditure Report (F-00642) form by **January 31st 2022**. Please use profile **ID # 193001**. (See example below)

DEPARTMENT OF HEALTH SERVICES Division of Enterprise Services F-00642 (08/2016)		COMMUNITY AIDs REPORTING SYSTEM (CARs) EXPENDITURE REPORT			STATE OF WISCONSIN	
INSTRUCTIONS: 1. Report expenses in whole dollar amounts. No formulas. 2. See Contract for current Agency Number and Agency Type. 3. Complete one line per profile.		<input type="checkbox"/> Original Report		<input type="checkbox"/> Additional Report	<input type="checkbox"/> Final Report	
		Agency Number		Agency Name		
		Agency Type		Agency Contact Person		DHS Contract Administrator
		Report Period (mm/yy)		Agency Contact Phone Number		Agency Contact Email Address
Office Use Only		Date entered in CARs				
Operator Initials						
Profile Name		Profile Number	Current Net Expense	CTD (Contract to Date) Expense	Comments	
MCH Match		193002		Add Match Dollars	Required FED Match	
CYSHCN Match		193001		Add Match Dollars	Required FED Match	

Federal Match Requirement: Grantees receiving federal funds must provide 75% match (\$0.75 local contribution for every \$1.00 federal) for all Title V MCH Block grant funds. Agencies that do not meet their MCH match requirements may be subject to repayment of grant funds. *(Tribal Agencies are not required to report match)*

Professional and Workforce Development Information and Resources

Trauma Informed Care

- <https://www.samhsa.gov/nctic/trauma-interventions>

Quality Improvement Concepts and Terminology

- Basic understanding of the Model for Improvement Institute for Healthcare Improvement Resources – How to Improve pages describe the Model for Improvement
<http://www.ihl.org/resources/Pages/HowtoImprove/default.aspx>
- Dr. Mike Evans Video: An Illustrated Look at Quality Improvement in Health Care (8:09)
<http://www.ihl.org/resources/Pages/AudioandVideo/MikeEvansVideoQIHealthCare.aspx>
- National Institute for Children’s Health Quality – Model for Improvement
<http://static.nichq.org/quality-improvement-101/>
- Population Health Improvement Partners’ Toolbox of e-modules and videos on quality improvement
<https://improvepartners.org/toolbox/toolbox-details/qi-videos-tools/>

Family Engagement and Leadership

- Core Competencies of Family Leaders: A Guide for Families and Organizations
<http://mofamilytofamily.org/wp-content/uploads/CORE%20COMPETENCIES%20for%20family%20leaders.pdf>
- Patient and Family Engagement: A Framework For Understanding The Elements And Developing Interventions And Policies <https://www.healthaffairs.org/doi/10.1377/hlthaff.2012.1133>
- AUCD Family Competencies
https://www.aucd.org/template/news.cfm?news_id=114&parent=119&parent_title=Family&url=/template/page.cfm?id%3D119
- DHS Civil Rights Compliance

<https://www.dhs.wisconsin.gov/civil-rights/index.htm>

Health Equity

- HRSA Office of Health Equity <https://www.hrsa.gov/about/organization/bureaus/ohe/>
- NACCHO Health Equity and Social Justice <http://www.naccho.org/programs/public-health-infrastructure/health-equity>
- HRSA: Foundational Practices for Health Equity:
www.health.state.mn.us/communities/practice/resources/equitylibrary/coin-hrsa-foundational.html
- Resource Library for Advancing Health Equity in Public Health
<https://www.health.state.mn.us/communities/practice/resources/equitylibrary/index.html>

Cultural Competence

- National Center for Cultural Competence <https://nccc.georgetown.edu/index.php>

Life Course Theory and Application

- HRSA MCH Life Course Resource Guide <https://mchb.hrsa.gov/training/lifecourse.asp>
- AUCD Life Course Perspective: <http://www.aucd.org/template/page.cfm?id=768>

Population Health

- David Kindig's 2003 population health article <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC1447747>

CYSHCN Regional Center Specific Resources

Wisconsin Children and Youth with Special Health Care Needs Survey Data

- National Survey for CSHCN (Data Resource Center for Child & Adolescent Health -2018: Percent of CSHCN: <https://www.childhealthdata.org/browse/survey/results?q=7559&r=1>
- Wisconsin CSHCN National Performance Measures:
Medical Home: <https://www.childhealthdata.org/browse/survey/results?q=7274&r=51>
Youth Health Transition: <https://www.childhealthdata.org/browse/survey/results?q=7276&r=51>

Medical Home Model and Concepts

- Wisconsin Statewide Medical Home Initiative: <https://www.chawisconsin.org/initiatives/medical-home/wisconsin-medical-home-initiative/>
- National Resource Center For Patient/Family-centered Medical Home:
<https://medicalhomeinfo.aap.org/Pages/default.aspx>

Youth Health Transition Concepts and Got Transitions Domains

- Health Transition Wisconsin <http://www.healthtransitionwi.org>
- Got Transitions <http://www.gottransition.org>

Family Experience in health care:

- *In Their Own Words: Improving the Care Experience of Families with Children with Special Health Care Needs, June 2015:* <http://www.lpfch.org/publication/their-own-words-improving-care-experience-families-children-special-health-care-needs>
- *Patient Engagement in Redesigning Care* from Center for Patient Partnerships
<https://www.hipxchange.org/PatientEngagement>
- Welcome Booklet: An introduction for families and health care teams working together on Advancing Family-Centered Care Coordination for Children and Youth with Special Health Care Needs using a Shared Plan of Care to transform health care, February, 2019, P-02349.

CYSHCN Standards

- Standards for Systems of Care for Children and Youth with Special Health Care Needs Version 2.0, June 2017
<http://www.amchp.org/programsandtopics/CYSHCN/Documents/Standards%20for%20Systems%20of%20Care%20for%20Children%20and%20Youth%20with%20Special%20Health%20Care%20Needs%20Version%202.0.pdf>

Disability and Health Disparities

- Healthiest Wisconsin 2020 Baseline and Health Disparities Report – People with Disabilities
<https://www.dhs.wisconsin.gov/hw2020/baseline.htm>

Centers for Disease Control Disability and Health Promotion

- <http://www.cdc.gov/ncbddd/disabilityandhealth/index.html>

National Center on Birth Defects and Developmental Disabilities, Centers for Disease Control and Prevention

- <https://www.cdc.gov/ncbddd/index.html>

Other CYSHCN Training Resources

- Federal MCHB supported MCH Navigator located at Georgetown University
<http://mchnavigator.org/trainings/cyshcn.php>

DISEASE INVESTIGATION AND CONTACT TRACING FUNDING

INFORMATION ON CONTACT TRACING FUNDING

Funding Summary: Contact tracing (and subsequent isolation and quarantine) is an essential follow up to testing. Local or tribal health departments (L/THDs) conduct disease investigations (interview with the infected person) and contact tracing for a wide variety of communicable diseases. The volume of COVID-19 contact tracing, especially when communities are increasing testing, will be at a level Wisconsin L/THDs have never seen.

The State will provide surge capacity if the L/THD requests assistance.

Available Funding: This \$32 million award is being allocated to health departments to support disease investigation and contact tracing from October 1, 2020 through October 31, 2022. The State used a distribution formula based on a base of \$50,000 per jurisdiction with the remainder distributed by population. This award is distinct from a previously discussed \$40 million allocation for local and tribal public health support for October 2020 to October 2022.

To maximize disease containment, these funds are to be used to conduct disease investigation and contact tracing at the highest level possible for current disease incidence levels, guided by the scalable standards for disease investigation and contact tracing, and supplemented with state surge staffing (as available) and technology resources (e.g. exposure notification and web-based contact tracing). These funds are intended to support contact tracing from January through June based on current disease activity levels; however, if disease levels decrease and all funds are not needed for this purpose, they may be used for contact tracing in the second half of 2021 and/or other COVID-19 response activities including testing, surveillance, and vaccination.

Acceptance of these funds requires jurisdictions to complete periodic surveys quantifying local contact tracing workforce (e.g. # of staff, # of FTEs)

The funds will be allocated through the Community Aids Reporting System (CARS) as an amendment to the Division of Public Health's consolidated contracts. Expenses should be reported through the CARS expense reporting process at least monthly. Local health departments will report on CARS profile 155806 and tribal health departments will report on CARS profile 65506. Final CARS expense reports will be due no later than November 30, 2022.

The Local Health Officer, Tribal Leadership, or Public Health Board will receive the contract amendment through the current DHS DocuSign process. By signing the contract amendment, the local or tribal health department is accepting receipt of the funds and signaling their intention to conduct disease investigation and contact tracing. Each jurisdiction can partner with another jurisdiction.

Ongoing Reporting Requirements: Acceptance of these funds requires jurisdictions to complete periodic surveys quantifying local contact tracing workforce (e.g. # of staff, # of FTEs). The LTHD and, if applicable, its partner(s), must assure accurate monthly reports on the number of COVID-19 positive cases within the jurisdiction, the number of cases receiving a Diseases Investigations conducted in 24 hours of receiving a lab result, the number of Contact Interviews conducted within 48 hours of receiving a lab result, the number of contacts requiring monitoring during isolation or quarantine, number of contacts receiving daily check-in calls (Monitoring Interviews) for 14 days, and the total number of monitoring calls conducted. The State will draw this information from WEDSS, when available.

A [spreadsheet of estimated allocations](#) by jurisdiction is available on PCA portal. If you have any questions regarding this funding or CARS reporting requirements, please send them to [Donna Moore](#) or [Kären Drogsvold](#)

Domestic Preference Addendum

If federally funded, pursuant to Section 200.322, the requirements of Section 200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link:

<https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR1ad5506a4809976/section-200.322>

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

(Signature of Official Authorized to Sign Application)

Courtney Day

(Print Name)

Franklin Health Department

(Agency / Contractor Name)

(Date)

Director of Health & Human Services

(Title)

(Title of Program)

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

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

Certificate Of Completion

Envelope Id 86592E2BED394238885872C9433C3F8D
 Subject ***Rush*** Multi Profile - FRANKLIN HD - 2021 DPH Consolidated Contract - 47708
 Source Envelope
 Document Pages 67 Signatures 1
 Certificate Pages 5 Initials 0
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 CodyW.Wagner@dhs.wisconsin.gov
 Office of Legal Counsel
 Wisconsin Department of Health Services
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Signature

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Courtney Day
 cday@franklinwi.gov
 Director of Health & Human Services
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 Charles.Warzecha@dhs.wisconsin.gov
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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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Status

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Yvette A Smith
Yvette Smith@dhs.wisconsin.gov
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CARS Contracts
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Wisconsin Department of Health Services
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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DPH Contracts
DHSDPHContracts@dhs.wisconsin.gov
DPH Contracts Shared Account
Wisconsin Department of Health Services
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Witness Events

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Notary Events

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Timestamp

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

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSCContractCentral@dhs.wisconsin.gov

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

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

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

To withdraw your consent with Wisconsin Department of Health Services

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

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

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

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

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

<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Feb 2, 2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND ORDINANCE 2020-2453 AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGET FOR THE GENERAL FUND AND ESTABLISHING A REVISED HOTEL TAX RATE TO CHANGE THE EFFECTIVE DATE OF THE HOTEL TAX TO FEBRUARY 15, 2021</p>	<p>ITEM NUMBER <i>G.4.</i></p>

Background

The 2021 Budget Ordinance increased the hotel tax rate to 8% (it had been 6%) effective Jan 1, 2021. Notice of the rate change and effective date was not mailed until mid January, 2021. Hotel/Motel owners have requested relief from paying an 8% tax when they were not collecting at that rate.

Recommendation

Staff recommends changing the effective date of the rate change to February 15, 2021 or the date the proprietor began collecting the higher rate, which ever is earlier.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2020-2453, an Ordinance adopting the 2021 Annual Budget for the General Fund and establishing a revised Hotel tax rate to change the effective date of the Hotel tax to February 15, 2021

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2021 _____

AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE GENERAL FUND AND ESTABLISHING A REVISED HOTEL TAX RATE TO CHANGE THE EFFECTIVE DATE OF THE HOTEL TAX TO FEBRUARY 15, 2021

WHEREAS, the Common Council of the City of Franklin adopted the 2021 Annual Budgets for the City of Franklin on November 17, 2020; and

WHEREAS, Section 15 of the Budget Ordinance changed the Hotel Tax rate in Municipal Code section 229-4 B to 8% effective January 1, 2021; and

WHEREAS, notice of the change to Hotel/Motel proprietors was not mailed until mid January 2021 delaying the date hotel owners could begin collecting the new tax rate; and

WHEREAS, equitable treatment results in changing the effective date of the rate increase to February 15, 2021 or the date the proprietor began collecting at the new rate upon receiving the delayed January 1 effective date notice, whichever is earlier.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That section 15 of Ordinance 2020-2453 is hereby amended to change the effective date from January 1, 2021 to February 15, 2021 and that §229-4 B of the Municipal Code is hereby amended to read:

Tax Imposed. Pursuant to the authority of § 66.0615(1m)(a) , Wisconsin Statutes, the City hereby imposes a tax in the amount of 8% of gross receipts from the lease or rental of a hotel or motel to transient persons within the City. The effective date of this rate is February 15, 2021 or such date the proprietor collects the 8% tax, which ever is earlier. Any tax so imposed shall not be subject to the selective sales tax imposed by 77.52(2)(a)1, Wisconsin Statutes.

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021.

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 Feb 2, 2021
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, TID 4, TID 5, TID 7, TID8 FUNDS, AND SANITARY SEWER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2021 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2020 BUDGET AS AMENDMENTS TO THE 2021 BUDGET	ITEM NUMBER <i>G.5.</i>

Background

Each year generally accepted accounting principles require a search for encumbrances. An encumbrance is a contract or written purchase order that was entered into or ordered during 2020 with the intent that the contract or purchase order would be completed in 2020 or the understanding that the project would take more than one fiscal year to complete. Projects meeting the definition of an encumbrance must have a portion of the fund balance reserved for the costs necessary to complete the project.

Analysis

For the year 2020 there are projects in General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement, Capital Improvement, TID 4, TID 5, TID 7, TID8 and Sanitary Sewer Funds which should be encumbered.

Fiscal Impact

The fiscal impact of encumbrances to each of the funds is a 2021 use of the Jan 1 fund balance. The 2020 year-end financial reports and the year-end fund balances will include the impact of the encumbrances. Revenue was provided in 2020 but was unused. These actions allow those resources to be used without impacting respective 2021 budgets or the projects in process.

Recommendation

The Director of Finance & Treasurer recommends adoption of the attached Budget Amendment Ordinance.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2020-2453 an Ordinance adopting the 2021 annual budgets for the General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, TID 4, TID 5 TID 6, TID 7 Fund, and Sanitary Sewer Funds for the City of Franklin for fiscal year 2021 to approve budget encumbrances from the 2020 budget as amendments to the 2021 budget

Roll call vote needed

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2021-_____

AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, TID 4, TID 5, TID 7, TID8 FUNDS AND THE SANITARY SEWER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2021 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2020 BUDGET AS AMENDMENTS TO THE 2021 BUDGET

WHEREAS, the Common Council of the City of Franklin adopted the 2021 Annual Budgets for the General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement, TID 4, TID 5, TID 7, TID8 Funds and Sanitary Sewer Fund; and

WHEREAS, certain monies included in the 2020 Annual Budgets of the respective funds were intended to be expended in 2020 and were committed for expenditure prior to December 31, 2020; and

WHEREAS, these amounts will be expended in 2021, and as a result, the related appropriations should be made available and appropriated in the 2021 budget; and

WHEREAS, Common Council has determined that it would be in the best interest of the City to approve such encumbrance in the 2021 budgets of the respective funds; and

WHEREAS, the Budget Appropriation Units will be adjusted for the items listed below.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That certain encumbered funds of the 2020 budgeted amounts be transferred forward to the 2021 Annual Budget for the respective funds of the City of Franklin to pay for 2020 encumbrances as follows:

General Fund

Mayor	Non-Personnel	Increase	1,410.00
Municipal Court	Non-Personnel	Increase	1565.00
Info Services	Non-Personnel	Increase	21,366.11
Police	Non-Personnel	Increase	41,744.73
Fire	Non-Personnel	Increase	53.14
Engineering	Non-Personnel	Increase	27,946.70
Highway	Non-Personnel	Increase	159,930.85
Street Lighting	Non-Personnel	Increase	39,840.00
Parks	Non-Personnel	Increase	4,542.61
Planning	Non-Personnel	Increase	6,023.31
Economic Development	Non-Personnel	Increase	11,350.00

Ordinance 2021-xxxx

Development Fund				
	Professional Services		Increase	3,320.00
Capital Outlay Fund				
	Elections	Capital	Increase	6,280.00
	Info Services	Capital	Increase	714.00
	Police	Capital	Increase	61,092.63
	Fire	Capital	Increase	5,964.95
	Inspec Services	Capital	Increase	13,942.50
	Highway	Capital	Increase	97,849.00
Equipment Replacement Fund				
	Inspect Services	Capital	Increase	30,168.00
	Highway	Capital	Increase	240,298.00
Capital Improvement Fund				
	Muni Building	Capital	Increase	12,408.00
	Contingency	Capital	Increase	170.00
	Police	Capital	Increase	39,054.00
	Fire	Capital	Increase	37,313.44
	Inspection Services	Capital	Increase	60,705.00
	Highway	Capital	Increase	839,080.37
	Parks	Capital	Increase	250,267.57
TID 4	Engineering	Prof Serv	Increase	194,276.41
	Highway	Capital	Increase	219,354.28
	Water	Capital	Increase	3,639.50
	Sewer	Capital	Increase	58,562.53
TID 5	Legal	Prof Serv	Increase	8,099.69
	Engineering	Prof Serv	Increase	4,929.00
	Econ Dev	Prof Serv	Increase	3,250.00
TID 7	Econ Dev	Prof Serv	Increase	9,100.00
TID 8	Econ Dev	Prof Serv	Increase	29,252.00
	Sanitary Sewer	Capital	Increase	174,148.71

Ordinance 2021-xxxx

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2021.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2021.

APPROVED:

ATTEST:

Stephen R Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

City of Franklin, WI
 2020 Encumbrances to 2021
 31-Dec-20

FIX ORD

PO NUMBER	Post DATE	Fd	Dept	Acct	Proj	VENDOR	DESCRIPTION	REMAINING BALANCE
74295	05/23/2019	01	101	5734		SHIRT UNDERGROUND LLC	AMBASSADOR SHIRTS	844 00
74620	12/29/2020	01	101	5734		IDEAL LOGOS AND AWARDS	100 16GB Flash Drives (Navy with Silver Clip)	1,410 00
74565	12/21/2020	01	121	5257		TITAN PUBLIC SAFETY SOLUTN LLC	Tipss WebPayment Software for Point and Pay	1,565 00
74059	12/20/2017	01	144	5214		GEOGRAPHIC MARKETING ADV LLC	Work Towards Completing the GIS/Edit App Retirement Plan	21,366 11
74585	12/18/2020	01	211	5214		PROPHOENIX CORP	Upgrading Phoenix Servers to 2020 (Migration Services)	2,600 00
74599	12/21/2020	01	211	5242		BAY COMMUNICATIONS/DBA.BAYCOM I	REPAIRS TO BUILDING DURESS ALARMS	7,500 00
74608	12/29/2020	01	211	5242		IDEMIA IDENTITY & SECURITY LLC	(2) MORPHOIDENT HANDHELD MOBILE IDENTIFICATION	2,700 00
74605	12/22/2020	01	211	5312		BUILDING SERVICE INC	OFFICE CHAIRS	4,920 19
74623	12/30/2020	01	211	5313		LIBERTY PRINTING	BUSINESS CARDS	165 00
74590	12/18/2020	01	211	5326		GENERAL FIRE EQUIPMENT CO INC	BADGES & HAT BADGES	1,100 00
74624	12/30/2020	01	211	5326		GENERAL FIRE EQUIPMENT CO INC	CAPTAIN & DETECTIVE BADGE	350 00
74558	12/08/2020	01	211	5327		ADVANTAGE POLICE SUPPLY INC	LAUNCHER	2,737 00
74614	12/29/2020	01	211	5327		KIESLER POLICE SUPPLY INC	GLOCK 22 PISTOLS	3,272 00
74611	12/29/2020	01	211	5329		US BANK	HYPERFIRE SECURITY & LICENSE PLT CAMERA	979 32
74577	12/15/2020	01	211	5329		WATCHGUARD INC		1,608 00
74598	12/22/2020	01	211	5333		GALLS LLC / DBA RED UNIFORM TAILO	INITIAL ISSUANCE UNIFORM PARTS / SCHREIHART	65 10
74592	12/29/2020	01	211	5333		ADVANTAGE POLICE SUPPLY INC	BODY ARMOR (NEW HIRES)	4,250 00
74617	12/29/2020	01	211	5415		VERIZON WIRELESS	CELL PHONES & RELATED EQUIPT	1,500 00
74625	12/30/2020	01	211	5425		M A T C	POLICE IN SERVICE TRNG ON 12/04/20	360 00
74601	12/22/2020	01	211	5433		TABS - NASPO	CHILLER UNIT REPAIRS	339.29
74615	12/29/2020	01	211	5557		J & H HEATING INC	CHILLER UNIT REPAIRS	3,000 00
74616	12/29/2020	01	211	5557		BATI	CHILLER UNIT REPAIRS	3,000 00
74618	12/29/2020	01	211	5557		AIRWAY SALES INC		148 80
74581	12/15/2020	01	211	5559		HENRICKSEN	RELOCATE (SWAP) WORK STATION PANELS	1,150 03
74586	12/18/2020	01	221	5333		5 ALARM FIRE		53 14
74499	06/10/2020	01	321	5216		WI/DEPT OF TRANSPORTATION	SIGNAL WORK @ KNOLLWOOD APTS & S LOVERS LANE	23,046 70
74570	12/10/2020	01	321	5219		F KOLKMANN TENNIS/SPORT SURFACE	Tennis Court Evaluation	4,900 00
74573	12/14/2020	01	331	5332		WAUSAU EQUIPMENT CO INC	PATROL WINGS - PW9 RHTE MOLDBOARD FLUSH CUT	4,224 00
74571	12/14/2020	01	331	5299		US ALLIANCE FIRE PROTECTION	2020-2021 SEASON SALT BID MUN #40226	2,010 00
74498	06/10/2020	01	331	5364		COMPASS MINERALS	2020-2021 WINTER LIQUID DE-ICER	127,449 60
74609	12/28/2020	01	331	5364		SNI SOLUTIONS	HUSQVARNA LF 100 WALK BEHIND VIBRATORY	9,225 00
74595	12/21/2020	01	331	5381		BROOKS TRACTOR INC	RLAR-1A-R4@4 9-GY3	2,161 25
74612	12/30/2020	01	331	5381		SIGNIFY LIGHTING	RLAR-1A-R4@4 9-GY3	2,461 00
74613	12/30/2020	01	331	5381		SIGNIFY LIGHTING	24" ROUND PIPE RCP CL3	4,922 00
74619	12/30/2020	01	331	5381		COUNTY MATERIALS CORP	21" ROUND PIPE RCP CL3	3,408 00
74621	12/30/2020	01	331	5381		COUNTY MATERIALS CORP		4,070 00
74597	12/21/2020	01	351	5246		SPECTRUM LIGHTING LTD	LED LIGHT FIXTURES	39,840 00
74589	12/14/2020	01	551	5247		RUNDLE-SPENCE MFG CO	BATTERY OPERATED FAUCETS, TOILET BOWLS & SINK	3,379 32
74626	12/30/2020	01	551	5247		BARCO PRODUCTS	PICNIC TABLE FRAME PROTECTORS - SETS OF 4	1,163.29
74146	05/24/2018	01	621	5219		SOUTHEASTERN WI REG PLAN COMM	Project #1 Jubilee Christian Family Church Site Plan Review -	112.50
74457	02/19/2020	01	621	5219		VANDEWALLE & ASSOCIATES INC	Planning services	2,994.81
74514	07/16/2020	01	621	5219		WRAYBURN CONSULTING LLC	PLANNING CONTRACT SERVICES	2,916.00

City of Franklin, WI
 2020 Encumbrances to 2021
 31-Dec-20

FIX ORD

PO NUMBER	Post DATE	Fd	Dept	Acct	Proj	VENDOR	DESCRIPTION	REMAINING BALANCE
74428	03/24/2020	49	331	5823	3409	SUPER EXCAVATORS INC	CORP PARK-S HICKORY ST UTILITY IMPROVEMENTS - TID	27,466 50
74150	06/07/2018	49	331	5826		RUEKERT & MIELKE INC	PROFESSIONAL ENGINEERING SERVICES FOR AREA D	191,887 78
74428	03/24/2020	49	755	5830	3409	SUPER EXCAVATORS INC	CORP PARK-S HICKORY ST UTILITY IMPROVEMENTS - TID	3,639 50
74428	03/24/2020	49	756	5826	3409	SUPER EXCAVATORS INC	CORP PARK-S HICKORY ST UTILITY IMPROVEMENTS - TID	29,041 75
74417	01/23/2020	49	756	5827	6925	STAAB CONSTRUCTION CORP	WASTEWATER PUMPING STATION -S HICKORY ST &	29,520 78
Total TID4								475,832 72
Total Governmental PO's								2 571,634 75
Utilities								
74518	09/06/2020	61	731	5826	7625	GRAEF	PARK LIFT STATION 10100 S 60TH ST	144,293 16
74588	12/17/2020	61	731	5826	7625	GRAEF	PARK LIFT STATION 10100 S 60TH ST - CHANGE ORDER	6,000 00
74299	07/13/2019	61	731	5829		RUEKERT & MIELKE INC	RYAN CREEK INTERCEPTOR ODOR REDUCTION STUDY -	68 05
74363	12/09/2019	61	731	5843		BS & A	BS&A Water/Sewer Utility Billing Software & Licenses	23 787 50
								174 148 71

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>February 2, 2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p><i>Orville Seymer v City of Franklin, Milwaukee County Circuit Court, Case No. 2020CV003506. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p>ITEM NUMBER</p> <p><i>G.6.</i></p>

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

Motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/2/2021
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.
<p data-bbox="185 428 941 464">See attached listing from meeting of February 2, 2021.</p> <p data-bbox="527 1629 1096 1665" style="text-align: center;">COUNCIL ACTION REQUESTED</p>		



414-425-7500

License Committee

Agenda*

Alderman's Room

February 2, 2021 – 5:55 p.m.

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant 6:00 p.m.	Rainbow Aero Modelers Society – Metal Carport Fee waivers: Planning and Inspection Permits Date of Event: Spring/Summer 2021 Location: 7000 W Oakwood Rd.			
Operator 2020-2021 New	Bucher, Deanna L. 2743 76 th St Franksville, WI 53126 Swiss Street Pub			
Operator 2020-2021 New	Flores, Heather M. 8028 S. Wildwood Dr. #202 Oak Creek, WI 53154 Irish Cottage			
Operator 2020-2021 New	Nickolaus, Sarah S. 2935 Cherry Tree Ct. Racine, WI 53402 Walgreens #05884			
Operator 2020-2021 New	Schleif, Erik K. 10027 W. Whitnall Edge Dr., Unit A Franklin, WI 53132 Pick'n Save#6431			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Police Citizens Academy Alumni Fee Waiver: St. Martins Fair Labor Day Permit Date of Event: Sept 5 & 6, 2021 Location: St. Martins Road			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	St Martin Of Tours Church – St Martins Labor Day Fair Fee Waivers: Labor Day Fair Permit, Labor Day Fair Food Permit, Labor Day Fair Nonintoxicating Beverage License Date of Event(s): 09/05 – 09/06/21 Location: St Martins Fair			
		Time		
3.	Adjournment			

*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel Badke v Greendale Village Board, even though the Common Council will not take formal action at this meeting.

APPROVAL <i>slw</i> <i>pol</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/02/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated January 15, 2021 through February 1, 2021 Nos. 181715 through Nos. 181948 in the amount of \$ 4,901,716.31. Also included in this listing are EFT's Nos. 4485 through Nos. 4502. Library vouchers totaling \$ 34,079.60 and Tourism vouchers totaling \$ 25,850.00, Water Utility vouchers totaling \$ 20,197.45 and property tax refunds totaling \$ 71,237.63. Voided checks in the amount of \$ (6,031.74) are separately listed.</p> <p>Loomis & Ryan LLC in the amount of \$ 2,939,496.64 included above was approved for release at the Council meeting dated January 19, 2021.</p> <p>Early release disbursements dated January 15, 2021 through January 29, 2021 in the amount of \$ 3,911,700.44 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.</p> <p>The net payroll dated January 29, 2021 is \$ 403,836.98, previously estimated at \$ 388,000. Payroll deductions dated January 29, 2021 are \$ 539,716.22 previously estimated at \$ 542,000.</p> <p>The estimated payroll for February 12, 2021 is \$ 395,000 with estimated deductions and matching payments of \$ 242,000.</p> <p>Attached is a list of property tax disbursements EFT's Nos. 354 through Nos.357 dated January 16, 2021 through January 28, 2021 in the amount of \$ 7,571,237.63. \$ 7,500,000 represents transfers to investments accounts and \$ 71,237.63 represents refunds/other. These payments have been released as authorized under Resolution 2013-6920.</p>		
<p>COUNCIL ACTION REQUESTED</p>		
<p>Motion approving the following:</p> <ul style="list-style-type: none"> • City vouchers with an ending date of February 1, 2021 in the amount of \$ 4,901,716.31 and • Payroll dated January 29, 2021 in the amount of \$ 403,836.98 and payments of the various payroll deductions in the amount of \$ 539,716.22 plus City matching payments and • Estimated payroll dated February 12, 2021 in the amount of \$ 395,000 and payments of the various payroll deductions in the amount of \$ 242,000, plus City matching and • Property Tax disbursements with an ending date of January 28, 2021 in the amount of \$ 7,571,237.63. 		
<p>ROLL CALL VOTE NEEDED</p>		