Finance/Personnel Committee

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

Regular Meeting

Agenda

Tuesday, December 13, 2016 7:30 PM De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **December 13, 2016** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting can be viewed LIVE at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

Call to Order

1. Roll Call
2. Approval of the Minutes of the November 9, 2016 Regular Meeting of the Finance/Personnel Committee
3. Police Department Overtime Report for November 2016
4. Fire Department Overtime and EMS/LifeQuest Billing Reports for November, 2016.
5. Consideration of request of HZ Properties, LLC to amend its Revolving Loan Fund Loan Agreement.
6. Consideration of adopting ordinances Prohibiting Prowling and Misuse of 911*
7. Consider amendment to Special Event Ordinance to require indemnification of City by Permittee*
8. Consideration of approval of Medical and Pharmacy Plan Agreements *
9. Consideration of 2016 Short Term Borrowing terms.
10. Public Comment and announcements.
11. Future agenda items.
12. Adjournment

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads

TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Scott Hemauer, Ameriprise Financial
Susan Zurawski, Ameriprise Financial

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**December 13, 2016**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Approval of the Minutes of the November 9, 2016 Regular Meeting of the Finance/Personnel Committee**

ATTACHMENTS:

- November 9, 2016 Draft Minutes (DOCX)

Finance/Personnel Committee

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

Regular Meeting

Draft Minutes

Wednesday, November 9, 2016 7:30 PM De Pere City Hall Council Chambers

Call to Order. Mayor Michael J. Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on November 9, 2016, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin.

Attendee Name	Title	Status	Arrived
Scott Crevier	Alderperson	Excused	
Michael Donovan	Alderperson	Present	
Larry Lueck	Alderperson	Present	
Lisa Rafferty	Alderperson	Present	
Michael J. Walsh	Mayor	Present	

Also Present: Parks, Recreation & Forestry Director Marty Kosobucki, Assistant Fire Chief Alan Matzke, Finance Director Joe Zegers, and Police Chief Derek Beiderwieden

2. Approval of Minutes of the October 11, 2016 Regular Meeting of the Finance/Personnel Committee

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Michael Donovan, Larry Lueck, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Scott Crevier

3. Police Department Overtime Report for October 2016.

Alderperson Donovan asked about officer sick leave being high this month. Police Chief Beiderwieden advised that this is due to a supervisor being on Family Medical Leave Act and completely out of the office. Position is completely backfilled 100% of the time.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Larry Lueck, Alderperson
AYES:	Michael Donovan, Larry Lueck, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Scott Crevier

4. Fire Department Overtime and EMS/LifeQuest Billing Report for October, 2016.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Larry Lueck, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Michael Donovan, Larry Lueck, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Scott Crevier

5. Approve expense of $3,150 for asbestos removal at Fairgrounds House.*

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Donovan, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Michael Donovan, Larry Lueck, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Scott Crevier

6. Consideration of 2017 Wastewater Study. *

Finance Director Zegers advised that this item is the annual study for wastewater rates that Schenck auditing firm will complete. The primary item for setting rates is the budget of NEW Water which is part of the Agenda packet. Finance Director Zegers provided an overview of the NEW Budget and explained what the Schenck analysis will entail. Schenck will analyze data for the current year, amounts from a couple years ago and projected amounts to determine an acceptable amount to charge to cover the City portion of NEW's sewage treatment costs and City's own sewer collection mains/maintenance costs, operational costs and an incremental amount to build a positive cash balance for the sewer fund. Schenck will provide its analysis for the Public Works meeting in December and to Council for its second meeting in December for final approval. Finance Director Zegers answered Alderperson Rafferty's questions regarding Agenda attachments regarding NEW preliminary budget meeting attendance, fixed fees and allocation of costs among municipalities. Schenck will analyze fixed charges in terms of comparison to other years and fairness of percentages among municipalities. Finance Director Zegers also advised that due to timing being tight, Schenck will analyze by the end of the month as the public hearing for NEW budget is set for December 7th to set rates. The City will get the new rates the next day and turn it around for City's Public Works meeting the following Monday. Alderperson Donovan asked about consideration of a monthly billing option and was advised by Administrator Delo that monthly billing could be considered as an option once all meters are changed out, which should be sometime mid-2018. Finance Director Zegers also advised that incremental payments on billings can always be made, even weekly or monthly, to allow for smaller payments to be made toward each quarterly billing.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Larry Lueck, Alderperson
AYES:	Michael Donovan, Larry Lueck, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Scott Crevier

7. Public Comment and announcements.

None.

8. Future agenda items.

None.

9. Adjournment.

Upon Motion of Mayor Walsh, seconded by Alderperson Rafferty, the Finance/Personnel Committee unanimously adjourned at 7:46 P.M.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **December 13, 2016**

DEPARTMENT: **Police**

FROM: **Derek Beiderwieden**

SUBJECT: **Police Department Overtime Report for November 2016**

The overtime (OT) report covers a six week period. Two previous years overtime report summaries are attached for comparison.

Training hours for October were for SWAT training and a mandatory training and meeting involving the entire department. The training was focused on leadership and communicating with a purpose.

The staffing hours remain high due to one officer still in field training in November and not available for staffing infill. The training will continue until the end of December.

Miscellaneous OT of 32 hours is comprised of 13.5 hours of Patrol 1.5 fraction allotments, 5 hours for daylight savings time, 4.5 hours of K-9 presentations and 9 hours for a SWAT callout.

The Reimbursed Miscellaneous OT of 39.5 hours is comprised of 33.5 Drug Task Force investigation hours and 6 hours for the OWI Task Force.

Please let me know if you have any questions about this overtime report.

ATTACHMENTS:

- 2014 PD OT Report Summary (PDF)
- 2015 PD OT Report Summary (PDF)
- November 2016 PD OT Report (PDF)

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2014

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	35.25	82.50	83.25	53.25	62.25	52.50	63.75	54.75	62.25	159.00	39.75	51.75	800.25
OFFICER WORKED ON HOLIDAY	4.00	4.00	8.00	41.25	18.50	54.25	60.50	16.00	116.00	22.00	8.00	227.00	579.50
OFFICER FOR COURT	36.00	12.00	15.00	9.00	18.50	21.00	27.00	18.75	3.00	9.00	14.25	6.00	189.50
OFFICER TRAINING		13.00	32.25	90.50	19.75	59.75	42.25	12.50	59.00	64.75	141.50	29.50	564.75
OFFICER RELIEF FOR FUNERAL							29.25		16.50		30.00		75.75
OFFICER ATTEND MEETING	40.50		6.00	9.75	11.25			17.25		2.25	38.75		125.75
STAFFING LEVEL	27.75	16.50	35.50	51.75	142.00	221.25	341.50	199.50	208.50	211.50	255.50	319.00	2030.25
INVESTIGATION	34.75	22.25	8.25	37.50	64.75	18.75	85.25	56.00	53.25	22.75	34.25	87.75	525.50
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	24.00	49.50	21.75	34.50	24.75	32.25		18.75	48.00	79.50	22.50	27.75	383.25
COMMUNITY RELATIONS									3.00	8.25			11.25
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		15.00			34.00	255.25	6.75		36.75	9.00		55.50	412.25
MISCELLANEOUS	14.00	25.25	28.50	5.50	26.50	62.75	25.75	17.25	26.25	34.50	17.75	31.75	315.75
MISCELLANEOUS REIMBURSED	107.25	102.00	119.25	107.00	93.00	141.75	203.25	96.00	110.25	97.50	66.75	104.25	1348.25
Gross OFFICER OVERTIME	323.50	342.00	357.75	440.00	515.25	919.50	885.25	506.75	742.75	720.00	669.00	940.25	7362.00
SUBTOTAL REIMBURSED OVERTIME	(131.25)	(166.50)	(141.00)	(141.50)	(151.75)	(429.25)	(210.00)	(114.75)	(195.00)	(186.00)	(89.25)	(187.50)	(2143.75)
NET OFFICER OVERTIME	192.25	175.50	216.75	298.50	363.50	490.25	675.25	392.00	547.75	534.00	579.75	752.75	5218.25
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: **$133,357.00**
Expenditures through 1/02/2015 **$145,016.00**
Percent of Total Budget: **108.74%**

NOTES:

* Period 1/4/2014 - 1/31/2014
eriod 2/1/2014 - 2/28/2014
Period 03/01/2014 - 03/28/2014
+Period 3/29/2014 - 4/25/2014
++Period 4/26/2014 - 5/23/2014
^Period 5/24/2014 - 6/20/2014
#Period 6/21/2014 - 08/01/2014
##Period 8/2/2014 - 8/29/2014
^^Period 8/30/2014 - 9/26/2014
^^^Period 9/27/2014 - 10/24/2014
*+Period 10/25/2014 - 11/21/2014
*+*Period 11/22/2014 - 1/2/2015 (6 weeks)

OVERTIME BY REASON
2015

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	32.00	77.50	59.50	59.50	54.50	23.50	23.00	70.50	29.00	22.50	45.00	28.00	524.50
OFFICER WORKED ON HOLIDAY	8.00	18.00	4.00	26.00	12.00	97.50	63.00	13.00	129.25	14.00	16.00	233.25	634.00
OFFICER FOR COURT	14.00	22.00	18.50	8.00	6.00	16.00	12.00	10.00	11.00	12.00	6.00	11.50	147.00
OFFICER TRAINING	19.00	144.50	132.50	73.75	78.00	54.50	17.00	65.50	179.50	97.50	99.25	75.50	1036.50
OFFICER RELIEF FOR FUNERAL			7.50										7.50
OFFICER ATTEND MEETING	12.00		12.00	7.50	0.50	16.00	4.00	22.50		17.00	8.50	18.00	118.00
STAFFING LEVEL	45.00	47.50	49.50	67.00	103.00	105.00	112.00	102.25	98.00	59.00	105.00	119.00	1012.25
INVESTIGATION	20.25	78.00	43.25	34.50	35.00	48.00	49.00	25.00	26.00	26.00	51.50	37.00	473.50
HONOR GUARD FOR FUNERAL				22.00	8.00	2.00				3.00	12.00		47.00
SCHOOL LIAISON REIMBURSED	17.00	35.00	19.00	21.50	8.50	21.50		14.00	30.50	38.50		9.00	214.50
COMMUNITY RELATIONS	1.00		2.00							3.50			6.50
SPECIAL ASSIGNMENT									22.50	24.50			47.00
SPECIAL ASSIGNMENT REIMBURSED		10.00		10.50	26.00	178.00	6.00		10.00			38.50	279.00
MISCELLANEOUS	6.00	14.25	7.75	8.75	35.00	18.50	9.75	8.75	53.25	6.25	25.50	22.00	215.75
MISCELLANEOUS REIMBURSED	59.50	33.50	24.00	39.00	20.50	28.50	33.25	30.00	44.00	15.00	46.00	71.50	444.75
Gross OFFICER OVERTIME	233.75	480.25	379.50	378.00	387.00	609.00	329.00	361.50	633.00	338.75	414.75	663.25	5207.75
SUBTOTAL REIMBURSED OVERTIME	(76.50)	(78.50)	(43.00)	(71.00)	(55.00)	(228.00)	(39.25)	(44.00)	(84.50)	(53.50)	(46.00)	(119.00)	(938.25)
NET OFFICER OVERTIME	157.25	401.75	336.50	307.00	332.00	381.00	289.75	317.50	548.50	285.25	368.75	544.25	4269.50
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: **$150,000.00**
Est. Expenditures through 1/06/2016 **$122,227.00**
Percent of Total Budget: **81.48%**

NOTES:

* Period 1/3/2015 - 1/30/2015
**Period 1/31/2015 - 2/27/2015
***Period 2/28/2015 - 3/27/2015
+Period 3/28/2015 - 4/24/2015
++Period 4/25/2015 - 5/22/2015
^Period 5/23/2015 - 7/03/2015
#Period 7/4/2015 - 7/31/2015
##Period 8/1/2015 - 8/28/2015
^^Period 8/29/2015 - 9/25/2015
^^^Period 9/26/2015 - 10/23/2015
*+Period 10/24/2015 - 11/20/2015
*+*Period 11/21/2015 - 1/1/2016

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2016

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00	71.50	12.50	30.50	71.75	60.50	119.50	113.50		579.75
OFFICER WORKED ON HOLIDAY	8.00	8.00	36.00	4.00	80.75	20.00	60.00	2.25	121.75	4.00	64.00		408.75
OFFICER FOR COURT	13.00	10.50	12.00		22.00	34.00	8.00	2.00	48.25	29.50	14.50		193.75
OFFICER TRAINING	40.50	42.50	155.75	227.50	132.25	191.00	35.00	90.25	45.25	131.00	209.50		1300.50
OFFICER RELIEF FOR FUNERAL		7.50		7.50	4.00								19.00
OFFICER ATTEND MEETING	14.00	10.00	20.00	14.00	4.50	15.50	10.00	7.50	16.00	7.00	2.50		121.00
STAFFING LEVEL	8.00	19.00	34.50	28.50	135.50	142.50	159.00	172.00	131.00	173.00	154.00		1157.00
INVESTIGATION	39.50	25.50	18.25	49.50	47.00	28.75	55.00	41.00	26.00	37.75	73.00		441.25
HONOR GUARD FOR FUNERAL		7.50						3.00			15.00		25.50
SCHOOL LIAISON REIMBURSED	21.50	20.00	7.00	17.50	26.00	13.50		9.50	56.50	39.00	15.50		226.00
COMMUNITY RELATIONS										16.50	5.50		22.00
SPECIAL ASSIGNMENT						9.00	2.00		4.00	4.00	28.00		47.00
SPECIAL ASSIGNMENT REIMBURSED		12.50			197.75								210.25
MISCELLANEOUS	8.00	17.25	46.00	15.50	36.75	18.00	11.25	27.50	23.25	21.75	32.00		257.25
MISCELLANEOUS REIMBURSED	76.50	42.00	112.00	89.00	43.00	24.00	14.00	19.50	7.00	25.00	39.50		491.50
Gross OFFICER OVERTIME	271.00	230.25	462.50	482.00	801.00	508.75	384.75	446.25	539.50	608.00	766.50	0.00	5500.50
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	(119.00)	(106.50)	(266.75)	(37.50)	(14.00)	(29.00)	(63.50)	(64.00)	(55.00)	0.00	(927.75)
NET OFFICER OVERTIME	173.00	155.75	343.50	375.50	534.25	471.25	370.75	417.25	476.00	544.00	711.50	0.00	4572.75
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: **$140,000**
Expenditures through 12/05/2016 **$160,618**
Percent of Total Budget: **114.73%**

NOTES:

* Period 01/02/2016 - 01/29/2016
**Period 1/30/2016 - 02/26/2016
***Period 02/27/2016 - 03/25/2016
+Period 3/26/2016 - 4/22/2016
++Period 4/23/2016 - 6/3/2016
^Period 6/4/2016 - 7/1/2016
#Period 7/2/2016 - 7/29/2016
##Period 7/30/2016 - 8/26/2016
^^Period 8/27/2016 - 9/23/2016
^^^Period 9/24/2016 - 10/21/2016
*+Period 10/22/2016 - 12/2/2016
*+*Period

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**December 13, 2016**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Fire Department Overtime and EMS/LifeQuest Billing Reports for November, 2016.**

ATTACHMENTS:

- NOV 2016 FIRE DEPT OT RPT (PDF)

DE PERE FIRE RESCUE

OVERTIME BREAKDOWN BY REASON

FOR THE YEAR OF 2015

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	120.00	87.00	165.00	154.25	177.00	112.25	110.25	62.50	242.25	57.75	36.00	218.00	1,542.2
EMS TRAINING	63.00	301.50	91.00	89.50	59.00	12.00	4.75	4.50	78.00	52.00	85.50	75.50	916.25
FIRE TRAINING	0.00	6.75	30.75	0.00	16.50	147.75	57.00	39.75	14.50	41.00	35.75	12.00	401.75
RESCUE CALLS	11.50	8.50	23.25	7.00	14.25	11.00	13.75	2.00	7.75	9.25	3.00	7.50	118.75
FIRE CALLS	0.00	0.00	3.75	0.75	0.00	0.00	0.75	0.00	0.00	0.75	0.00	1.00	7.00
MEETINGS	141.50	132.75	65.50	90.50	56.00	56.50	147.00	20.75	12.50	46.00	52.75	33.25	855.00
STAFFING REP.	216.00	43.50	65.25	36.00	105.50	72.50	118.25	276.00	85.50	55.50	107.25	81.00	1,262.2
MAINTENANCE	4.50	1.00	5.25	3.00	16.50	0.00	0.00	0.00	0.00	12.00	3.00	0.00	45.25
PUB. ED.	0.00	19.25	37.50	14.00	24.50	38.25	14.25	3.50	7.00	64.50	3.00	12.00	237.75
SPECIAL EVENTS	0.00	0.00	0.00	0.00	0.00	168.50	101.00	0.00	97.25	0.00	0.00	0.00	366.75
# FIRE RUNS	28.00	25.00	14.00	28.00	22.00	32.00	37.00	30.00	25.00	25.00	19.00	41.00	326.00
# of EMS RUNS	170.00	156.00	184.00	165.00	173.00	197.00	138.00	161.00	166.00	142.00	142.00	144.00	1,938.0
DISPATCH ERRORS	4.00	0.00	5.00	5.00	6.00	7.00	5.00	12.00	10.00	5.00	4.00	3.00	66.00
TOTAL HRS.	556.50	600.25	487.25	395.00	469.25	618.75	567.00	409.00	544.75	338.75	326.25	440.25	5,753.0

OVERTIME BREAKDOWN BY REASON

FOR THE YEAR OF 2016

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	124.25	126.00	168.00	126.00	108.75	137.75	186.00	101.25	170.00	239.75	221.50		1,709.2
EMS TRAINING	84.00	86.50	66.25	74.25	17.50	2.25	0.00	27.00	90.00	72.75	67.50		588.00
FIRE TRAINING	0.00	368.50	357.25	61.50	31.25	4.25	4.50	28.50	18.00	86.50	57.25		1,017.5
RESCUE CALLS	7.50	7.50	8.00	9.00	4.50	6.25	16.00	9.25	9.50	8.25	26.50		112.25
FIRE CALLS	7.25	0.00	0.00	0.00	5.50	0.00	0.00	0.00	3.25	7.50	0.00		23.50
MEETINGS	89.00	33.25	29.25	60.75	57.75	24.25	11.50	156.50	47.25	40.50	85.50		635.50
STAFFING REP.	0.00	4.50	0.00	132.75	0.00	0.00	144.00	231.00	13.50	43.00	734.25		1,303.0
MAINTENANCE	0.00	0.00	3.00	20.25	9.50	11.00	0.00	0.00	0.00	0.00	0.00		43.75
PUB. ED.	9.00	59.25	2.75	7.50	38.75	3.00	0.00	27.00	105.50	13.50	22.50		288.75
SPECIAL EVENTS	0.00	0.00	0.00	0.00	235.00	0.00	0.00	26.50	73.50	0.00	0.00		335.00
# FIRE RUNS	34.00	31.00	42.00	22.00	23.00	49.00	36.00	35.00	33.00	30.00	25.00		360.00
# of EMS RUNS	137.00	115.00	130.00	169.00	182.00	153.00	178.00	154.00	175.00	145.00	148.00		1,686.0
DISPATCH ERRORS	6.00	3.00	11.00	11.00	8.00	5.00	3.00	11.00	1.00	2.00	2.00		63.00
TOTAL HRS.	321.00	685.50	634.50	492.00	508.50	188.75	362.00	607.00	530.50	511.75	1,215.00	0.00	6,056.5

Special Events included in Overtime

Total Overtime Budget $100,000, Expenditures through December 2, 2016 $93,377, 93%

DE PERE FIRE RESCUE
NOVEMBER 2016
***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
11/2/16	17.5	26.25
11/11/16	48	72
11/16/16	24	36
11/18/16	48	72
11/20/16	72	108
11/25/16	24	36
11/27/16	36	54
TOTALS	**269.5**	**404.25**

*Overtime generated when staffing levels fall below minimum as a result of sick leave.

EMS MEDICAL BILLING
MONTHLY REPORT

	JAN. '16	FEB. '16	MAR. '16	APR. '16	MAY '16	JUNE '16
CHARGES	94,535	89,639	87,567	104,417	98,089	93,720
PAYMENTS	51,525	50,957	53,968	62,433	47,681	50,854
ADJUSTMENTS	34,515	30,457	35,733	37,088	39,421	35,671
WRITE OFFS	8,542	50,513	84	10,521	7,842	2,673

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES	131,310	80,686	46	5	5	
PAYMENTS	58,072	57,230	63,879	25,550	16,921	
ADJUSTMENTS	44,824	35,856	4,616	1,360	130	
WRITE OFFS	5,255	10,755	9,166	3,503	4,135	

Payments to EMS	
Jan. 2016	4,307
Feb. 2016	3,986
March 2016	4,270
April 2016	5,771
May 2016	3,954
June 2016	4,122
July 2016	4,734
Aug. 2016	4,640
Sept. 2016	5,361
Oct. 2016	2,412
Nov. 2016	2,146
Dec. 2016	
Total Paid	$45,703

LIFEQUEST MEDICAL BILLING
MONTHLY REPORT

	JAN. '16	FEB. '16	MAR. '16	APR. '16	MAY '16	JUNE '16
CHARGES						
PAYMENTS						
ADJUSTMENTS						
WRITE OFFS						

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES			72,313	107,555		
PAYMENTS			0	10,906		
ADJUSTMENTS			0	13,652		
WRITE OFFS			0	0		

Payments to LifeQuest	
Jan. 2016	
Feb. 2016	
March 2016	
April 2016	
May 2016	
June 2016	
July 2016	
Aug. 2016	
Sept. 2016	0
Oct. 2016	491
Nov. 2016	
Dec. 2016	
Total Paid	$491

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR NOVEMBER 2016

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
11/01/2016	741 Park Street	C	Carbon monoxide alarm sounding	E121	Investigate
11/01/2016	1801 Lawrence Drive	C	Fire alarm sounding	E111, E121	Investigate, burnt food
11/06/2016	850 Morning Glory Road	A	Fire alarm sounding	E121	Investigate, maintenance reset alarm
11/06/2016	200 S. Ninth Street	A	Cooking fire	E111, E121	Investigate, burnt food
11/06/2016	1600 Lawrence Drive	A	Dumpster fire	E111, E121, C390, C690, C1890, A6011, E1821, E621, L311	Extinguishment
11/08/2016	Reid Street	A	Smell of natural gas	E121, E111	Investigate, local business roasting coffee
11/09/2016	1917 Terry Lane	A	Vehicle fire	A111, A121, E111	Extinguishment, extricate, provide medical assistance to patient
11/11/2016	2222 American Blvd.	B	Water flow alarm sounding	E121	Investigate, false alarm
11/12/2016	436 Suburban Drive	C	Fire alarm sounding	E121	Investigate, false alarm
11/14/2016	1118 Swan Road (Town of Ledgeview)	C	Fire alarm sounding	E111	Investigate, malfunction

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
11/14/2016	825 Morris Ave (Village of Ashwaubenon)	C	Dumpster fire	C190, L111	Canceled en route
11/16/2016	321 S. Ontario Street	C	Fire alarm sounding	E111, E121	Investigate, burnt food
11/17/2016	371 Main Avenue	B	Outside fire	E121	Investigate, false alarm
11/22/2016	1855 Cottonwood (Town of Ledgeview)	A	Building fire	C190, L111	Investigate
11/22/2016	STH 172 (Village of Ashwaubenon)	A	Vehicle fire	E121	Establish safe area
11/22/2016	1380 Scheuring Road	A	Fire alarm sounding	E121	Investigate, false alarm
11/23/2016	431 N. Michigan Street	C	Smoke or odor removal	E111	Investigate, furnace in need of maintenance
11/26/2016	1326 Hockers Street	A	Fire alarm sounding	E111, E121	Investigate, burnt food
11/26/2016	119 S. Adams Street	A	Carbon monoxide alarm sounding	E111, A111	Investigate, ventilate
11/27/2016	815 Oakdale	A	Gas leak	E111, E121	Investigate, WPS addressed issue
11/27/2016	2191 American Blvd.	B	Fire alarm sounding	E111, E121	Investigate, building maintenance notified and addressed issue

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
11/28/2016	1600 Lost Dauphin Road	C	Fire alarm sounding	E121	Investigate, false alarm
11/28/2016	1312 S. Franco Court	C	Carbon monoxide alarm sounding	E121	Investigate, new detector installed
11/29/2016	2107 Ryan Road	B	Oven fire	E111, E121, A111, E1811	Investigate, malfunctioning oven

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**December 13, 2016**
DEPARTMENT:	**Planning**
FROM:	**Kimberly Flom**
SUBJECT:	**Consideration of request of HZ Properties, LLC to amend its Revolving Loan Fund Loan Agreement.**

ATTACHMENTS:

- FP Memo for Loan Modification 2016 (DOCX)

City of De Pere
MEMORANDUM

To: De Pere Finance and Personnel Committee
From: Kimberly Flom, Economic Development & Planning Director
Date: December 13, 2016

RE: **HZ Properties Loan Modification Request**

The City of De Pere approved a Revolving Loan for HZ Properties in spring of 2010. The $120,000 real estate loan helped fund the acquisition and renovation of 111-113 N. Broadway, home to the Ameriprise Financial Offices. The loan was secured by a 2nd mortgage position and life insurance and personal guarantees by both partners, Scott Hemauer and Susan Zurawski. The loan is structured as a 12 year term, amortized at 20 years.

Susan Zurawski plans to retire in early 2017 and Scott Hemauer will be acquiring her half of the practice and her half of the building, but the HZ Properties entity will remain in place. It is therefore necessary to absolve the personal guaranty and life insurance collateral that is in her name.

The HZ loan is in good standing with no late payments. As of the last reporting period to the state, HZ Properties had paid $33,220 in principle on the $120,000 loan. Because of this, staff believes that no additional collateral is needed to cover the current loan.

We request approval to enter into an amended Loan Agreement, which will remove Susan Zurawski as a guarantor for the loan. We would ensure that the second mortgage remained in second position with continuing personal guarantee and life insurance requirements for Mr. Hemauer.

If approved, the legal department will order a letter report for the property to check for any additional liens and also draft the required documentation to execute the updated agreements.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **December 13, 2016**

DEPARTMENT: **Police**

FROM: **Derek Beiderwieden**

SUBJECT: **Consideration of adopting ordinances Prohibiting Prowling and Misuse of 911***

The police department is requesting the addition of two ordinances to the city code in order to address some enforcement issues officers are facing in the field.

The first ordinance request is for prowling. A Prowler is defined as one who goes stealthily about with an unlawful intention, as to commit theft, or as someone who intrudes on the privacy or property of another without permission. When officers observe or are sent on a call for a person in a back or side yard of a residence or business, the officers are limited in what courses of action can be taken. Typically the officers must address the call as a trespassing call, even when the person in the back/side yard has no legitimate purpose. The trespassing response limits the officer in enforcement due to the requirement to seek the owner or user of the property, and then have the owner/user warn the person not to be on the property. The person is sometimes sent on their way. Enforcement can be taken after the person has been warned or when there is evidence of a crime (attempted break-in, etc.). The proposed ordinance addresses the validity of the person on the property by requiring the officer to identify and investigate the purpose of the person. It also eliminates the need for initially identifying the owner/user of the property when contacting the person, although the investigation may still lead to contacting an owner/user. After the police investigate there are two courses of action. First the officer could take enforcement action including a citation or an arrest, or could set the person free depending on the circumstances and information the officer discovers during the contact. However, if the person displays furtive movements, concealment, has no identification or runs, then the investigation most likely changes to a custodial arrest situation given the parameters of the prowling ordinance versus the trespassing ordinance.

The second ordinance request is for the misuse of the 911 system. There are dozens of misuse of dialing 911situations throughout the year in De Pere, and hundreds in Brown County. Misuse takes the form of children playing with the phones, person repeatedly calling for illegitimate reasons, and even to complain that the pizza company won't deliver to them. Per protocol, the police department responds to each and every 911 call for service to ensure the caller is okay, even misdials and improper use. When dealing with an improper use, the officers do not have recourse except to warn against it. Officers will use discretion and warn those that are not chronic misusers, but having an ordinance to address the misuse of 911 through a citation would decrease the continued calls for service in some cases, and enhance the city's ability to address nuisance properties.

The addition of the prowling ordinance and misuse of 911 will enhance the capabilities of the police department when dealing with persons in and around residences and businesses not owned or used by the person, and chronic misusers of the emergency 911 system.

Please consider adding these two ordinances to the city code. If you have any questions or concerns, please contact me at your convenience. Thank you for our consideration.

ATTACHMENTS:

- Ord16-XX-Amending Chapter 8 DPMC-Prowling-911 Misuse (PDF)

ORDINANCE #16-XX

AMENDING CHAPTER 8 DE PERE MUNICIPAL CODE
TO INCLUDE PROHIBITIONS AGAINST
PROWLING AND MISUSE OF 911

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN AS FOLLOWS:

Section 1: Sec. 8-24, *Misuse of 911,* is hereby created to read as follows:

Sec. 8-24. - Misuse of 911.

(a) No person shall intentionally dial the emergency telephone number "911" to report an emergency situation that the fact situation reported does not exist.

(b) No parent, guardian or other adult person having the care and custody of a child shall suffer, permit, or by inefficient control, allow such child to violate subsection (a).

(c) Any person who violates any provision of this section shall be subject to such penalty as provided by resolution of the common council.

Section 2. Sec. 8-25, *Prowling Prohibited,* is hereby created to read as follows:

Sec. 8-25. – Prowling.

No person shall loiter or prowl in a place at a time or in a manner not usual for law-abiding individuals under circumstances that warrant alarm for the safety of persons or property in the vicinity. Among the circumstances which may be considered in determining whether such alarm is warranted is the fact that the person takes flight upon appearance of a police or peace officer, refuses to identify himself/herself, or manifestly endeavors to conceal himself/herself or any object. Unless flight by the person or other circumstances makes it impracticable, a police or peace officer shall, prior to any arrest for an offense under this section, afford the person an opportunity to dispel any alarm which would otherwise be warranted, by requesting said person to identify himself/herself and explain said person's presence and conduct. No person shall be convicted of an offense under this subsection if the police or peace officer did not comply with the preceding sentence or if it appears at trial that the explanation given by the person was true and, if believed by the police or peace officer at the time, would have dispelled the alarm.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this ____ day of _____, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____
Board/Committee Approval: _____
Publication Date: _____
Effective Date: _____

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**December 13, 2016**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Consider amendment to Special Event Ordinance to require indemnification of City by Permittee***

ATTACHMENTS:

- Mayor FP-Special Event Indemnification Language Addition12-13-16-148-009-14 (PDF)
- Special Event Ord amend - indemnification language red lined (DOCX)

CITY OF DE PERE — MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney
RE: Amendment of Special Event Ordinance to Require Indemnification of City
Date: December 13, 2016

The City's current special event permit requirement includes a provision requiring the permit holder to provide insurance which names the city as an additional insured for purposes of claims of injury or damage. We have had good cooperation with event coordinators providing the necessary insurance coverage. An injury occurred at an event this spring that resulted in the City's liability insurance provider (EMC) turning the claim over to the event sponsor's insurance company. At that time, EMC recommended to the City that, in addition to the required insurance coverage, the City should consider requiring that permit holders indemnify and save harmless the City for claims as an additional layer of protection.

Attached for your review you will find a red-lined version of a proposed change to §106-6 De Pere Municipal Code which will accomplish including an indemnification and hold harmless requirement on special event permit holders in addition to the insurance requirement.

If you have any questions or concerns regarding this matter prior to the December 13, 2016 Finance/Personnel Committee meeting, please feel free to call me with any questions or concerns you may have regarding this proposed revision.

H:\azills\Memos\2016\Mayor FP-Special Event Indemnification Language Addition12-13-16-148-009-14.docx

Sec. 106-6. - Permits required under this chapter.

(a) *Special events.* This section applies to any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds.

(1) *Definitions.*

A. *Low hazard event.* Special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.

B. *Medium hazard event.* Special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.

C. *High hazard event.* Special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of over 10,000 persons. High hazard events shall include, but not be limited to, events with more than 20 pounds of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, vehicle races and fireworks displays.

D. *Person.* Any person, firm, partnership, association, corporation, company, or organization of any kind.

(2) *Permit required.* No person, organization or entity shall conduct, manage, engage in, or participate in a special event unless a permit has been obtained from the city clerk-treasurer. The special event permit shall be in addition to any underlying permit requirement (i.e. parade permit; park use agreement).

(3) *Exceptions.* This section shall not apply to funeral processions or to neighborhood block parties in compliance with section 22-8 of this Code. Any event sponsored by a governmental agency or entity shall be required to obtain all necessary permits required for the activity sponsored, but no permit fee shall be required.

(4) *Application.*

A. *Filing and contents.* An application for a special event permit shall be filed with the clerk-treasurer not less than 60 days before the proposed date of the event on a form to be provided by the clerk-treasurer unless the permit request is for First Amendment expression purposes, in which case the application shall be filed within seven calendar days of the event. The application shall set forth the following information:

1. The name, addresses, and contact information of the person seeking to conduct such event.
2. The name, addresses, and contact information of the event coordinator and the on-site contact.
3. The date when the event is to be conducted.
4. The hours such event will start and terminate, including set-up and take-down times.
5. The event location or route to be traveled, the starting point, and the termination point, if applicable.

6. The approximate number of persons who, and animals and vehicles which, will constitute such event; the type of animals; and description of the vehicles, if applicable.

7. A statement as to whether the event will occupy all or a portion of the width of any streets, including the names of the streets so affected.

8. Whether any alcoholic beverages and/or food will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.

9. Any additional information which the clerk-treasurer finds reasonably necessary to a fair determination as to whether a permit should be issued.

B. *Late applications.* The clerk-treasurer, where good cause is shown, may consider any application which is filed less than 60 days before the date such event is proposed to be conducted. Permit fees for processing late applications shall be doubled. Late application fees for IRS 501(c) organizations shall be the regular special event application fee.

C. *Fees.*

1. A non-refundable application fee to cover the administrative costs of processing the permit shall be paid to the city by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.

2. The timely application fee and underlying permit fees other than park rental fees (unless earlier waived by the Park Board) are waived for events sponsored by charitable organizations which have IRS section 501(c) status.

3. Fees for services provided by the city for the event will be estimated by the city at the time of application. The applicant shall pay 50 percent of the estimated fees to the city clerk-treasurer at least 14 days prior to the start of the event. After the event, the city shall determine the actual service fees incurred and bill the applicant for those service fees less the deposit paid. The permit applicant shall pay such service fee bill within 30 days of receipt thereof.

D. *Insurance and indemnification.*

1. Insurance. Proof of general liability insurance in the amounts listed below shall be provided by the applicant. All such insurance policies shall name the City of De Pere as an additional insured for purposes of the special event. All policies of insurance shall provide the city not less than 30 days' notice of policy cancellation.

Low hazard event: $1,000,000.00 per occurrence.

Medium and high hazard events: $2,000,000.00 per occurrence. Higher insurance limits may be required for particular high hazard events as determined necessary by the city attorney.

2. Indemnification. Permit holder shall indemnify and save and hold the City of De Pere and all of its officers, employees and agents harmless from any and all injury that may occur to any party as the result of the event permitted. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, permit holder shall maintain a general liability insurance policy on its event/operations as required in paragraph 1 above .

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City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**December 13, 2016**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Consideration of approval of Medical and Pharmacy Plan Agreements ***

ATTACHMENTS:

- 2017 Council Recommendation (Final) II going back for contract approval (DOCX)
- City of De Pere ASA 1.1.2017_Unsigned (DOC)
- City of DePere 2016 PGA (NatCoopRx) v3 01012017 (PDF)

Memo — City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
RE: Consideration of 2017 Benefit Renewal and Plan Design Changes
Date: August 9, 2016

Note: In August of this year the Finance/Personnel Committee and City Council approved changing administrators that the City uses for various benefit plans. We have been actively working with the new administrators to get things in place for January 1st. Now that the implementation process is near complete, there are two groups (UMR-3rd Party Medical Administrator & CVS/Caremark-Pharmacy Administrator) which require formal agreements to be signed. Please see attached. The contract with Bellin Health to conduct Health Assessments was approved earlier this year.

The below changes were previously approved in August. (Note-We ended up being able to reduce medical premiums by 5% which was approved as part of the 2017 budget). I am asking for your approval to approve the two agreements.

Employee Benefits

We want to make sure that the benefit plans we offer employees provide high quality, great service and are financially sustainable. We have been working the last 6 months preparing for the 2017 plan renewal. The review process included a market-based approach including plans, plan design and insurance carriers. We went out for market for most benefits offered by the City.

Market Changes

The largest market disruption we saw this year was in the insurance carrier market. The market saw our long-time self-funded health and dental insurance carrier Humana, acquired by Aetna. This change in the landscape really encouraged us to thoroughly look at the entire market for administrators.

In our evaluation of self-funded administrators we analyzed a few factors, those being: service levels, fee structure and provider network. Our evaluation of the market included a look at WPS/Arise, WEA/Cypress (through the League of WI Municipalities), Anthem Blue Cross, Blue Shield and UMR (a UnitedHealthcare company). We found that moving our plans to a new administrator would give us a 99% match rate on providers, with significant claims cost savings (approximately $133,000) to the plan.

Effective 1/1/2017, we are recommending moving the administration of our self-funded health plan from Humana to UMR. We are also recommending moving the Pharmacy benefit program to CVS/Caremark with Wisconsin RX collaborative (aka National Cooperative Rx), and placing our stop loss with a UMR preferred vendor as we are able to closer to renewal. By changing pharmacy carriers, the anticipated savings is $165,000. We also anticipate a savings moving stop loss carriers.

Medical Plan Design Changes

As we have done in the last few years, we are recommending some changes to the plan design that bring our plan in line with industry standards. There is a requirement to access the UMR Choice Plus network that in/out of network must have at least a $250 differential. Therefore, the out-of-network deductible would be increased by that amount. The other recommended plan changes are:

Medical Benefit	City of De Pere Current	Industry Standard
Deductible	Deductibles reduce each other (par/non-par)	Deductibles do not reduce each other
Out of Pocket	Out of Pockets reduce each other (par/non-par)	Out of Pockets do not reduce each other
Supplemental Accident Benefit	$300	No Supplemental Accident Benefit
Skilled Nursing Facility and Physician	100%	Deductible and Coinsurance

Hospice	100%	Deductible and Coinsurance
TMJ	Not Covered (Current coverage under Dental plan)	Deductible and Coinsurance (up to $1,250 max)
Vision Therapy	Covered	Not Covered
Therapy Visits	Unlimited	60 or 100 visit combined limit
Dental Implants	Coverage under the Medical Plan	Not Covered (Standard is to cover under Dental plan)
Eye Exams	Covered In-Network and Out-of-Network	Covered In-Network only

Medical Renewal Rates

Based on the above recommended plan design changes and the change in administrators, our plan is currently sustainable and we see no reason to change the rate structure of our health insurance plan. The medical trend is currently 8.5%. The rates would continue to be:

	Current - Renewal
Single	$773.74
EE+1	$1,440.08
Family	$2,361.96
Retiree Single under 65	$1,021.34
Retiree EE+1 under 65	$1,900.91
Retiree Family under 65	$3,117.79
Medicare Single over 65	$696.37
Medicare Two over 65	$1,392.74
Medicare one over one under 65	$1,717.71

Dental Insurance

We are further recommending changes to the self-insured dental plan design to bring the plan to industry standards, and recommending staying with the current carrier, Humana. The overall recommended increase to our dental funding is approximately 3.6%. The dental trend is currently 4.5%.

Dental Benefit	City of De Pere Current	Industry Standard
Plan	Indemnity	Passive PPO
Preventative Services	Tracks towards Annual Maximum	Does not track towards Annual Maximum
Maximum	$1,250 Maximum	Add Extended Maximum (30% coverage)
Coordination of Benefits	100%	Normally Liability
Dental Implants	Not Covered (current coverage under Medical plan)	Covered under Major Services in Dental Plan
TMJ	80% Basic	Covered under Medical Plan
Ortho	No Age Limit	To Age 19
Evidence Based Integrated Care (EBIC)	Not Included	Included
Sealants	To Age 15 – Limited to one (1) per tooth per lifetime and only on the occlusal surface of permanent molars which are free of decay and restoration	Cover sealants on molars to age 19

Dental Renewal Rates

Current	2017 Renewal	Dental Associates
Single - $ 41.26	Single – $42.75	Single - $34.94
Family - $125.44	Family - $129.96	Family - $99.71

Life and LTD

The market analysis for our current Life and Long Term Disability offering show that our plans are comprehensive and competitive.

Wellness

One of the best ways we can be pro-active in managing the benefit plans is by educating employees about managing their own personal health. This year we recommend implementing participation based Health Assessments (HAs) with a biometric screening. These basic health screenings will help members engage in their health and understand their overall status and risks. Individuals who choose to participate will receive a personalized report identifying their overall health status with individual score. The City will receive an Executive Summary which does NOT provide any personal health data. The Executive Summary will help us understand the overall risks of our members and be used to create wellness initiatives that address the overall risks.

What are Health Assessments?

The Health Assessment (HA) includes three components:

- Health Questionnaire: To be filled out by the participant and when combined with the biometrics, provides a personal health report for their review.

- Biometric Session: On-site fasting blood draw, blood pressure, height and weight measurements. This combined with the questionnaire provides a snapshot of participant's overall health. Off-site facilities will also be offered by the provider.

- Feedback Session: Face to face or telephonic review of the participant's results. Individuals will be educated on the meaning of the results and may need to seek additional care based on results. These confidential feedback assessment sessions will be conducted by professional RN/Health Coaches in either a private room onsite at the City or telephonically, if desired.

Employees enrolled in the health plan currently receive dollars in their Health Reimbursement Account (HRA) every January 1st. Health Assessments (HA's) are not required for members to be eligible for the health plan, but are encouraged as the funding of the health reimbursement account (HRA) will be affected by participation. The 2017 Health reimbursement dollars will be reduced by 50% but can be earned back by employees and spouses completing a Health Assessment (HA) in 2016. The total amount contributed to the HRA will then equal the same amount received in the past. Please note: The HRA dollars can be earned back by simply completing the Health Assessment (HA). The dollars contributed to employees HRA accounts will not be based on a participant's Health Assessment (HA) score.

Effective January 1, 2018, employees/spouses must have completed a wellness certificate in 2017 which demonstrates compliance with preventative screenings in addition to the Health Assessment (HA) in order to receive the additional HRA dollars. The preventative screenings include a complete physical and age appropriate screening such as breast, cervical and colorectal screenings (frequency for the medical exams/screenings would be determined by the member's physician). In addition, employees/spouses must complete a preventative dental exam and cleaning one time per year. The wellness certificate portion would be delayed the first year as we understand it sometimes can take 6+ months to get an appointment for a physical. As we are self-insured, preventative care is paramount to early detection which therefore reduces costs.

After a market review, we are recommending utilizing Bellin Health for the biometric screenings which uses Healics for their HA tool. The cost is approximately $17,128 per year to conduct the HA's. We would also like to budget for optional/additional health coaching for participant's to work with nurses towards achieving their goals. The budget amount being proposed is $5,200 per year. All funding would come directly from the health cash account. This account is running at approximately 70% loss ratio. Due to how well our plan is performing, these costs can be absorbed while maintaining a 0% increase to the fund for 2017.

Flexible Spending Account (FSA)/Health Reimbursement Account (HRA)/COBRA
Currently we utilize Benefit Advantage as the administrator for our FSA/HRA/COBRA programs. During the past year we have experienced significant service issues/concerns with Benefit Advantage due to system changes and their interface with our employees. This led us to the opinion that we needed to do a market analysis to consider our options.

Our market analysis identified EBC as a potential replacement for Benefit Advantage. In 2014, we had considered EBC due to potential financial savings, but determined that the minor savings did not outweigh the quality of services that Benefit Advantage had provided. With the service decline from Benefit Advantage, we believe that we will not only experience minor savings by transitioning to EBC, but their service to employees will also be superior.

NEW Voluntary Vision Benefit
In partnering with the Benefit/Wellness Advisory team, we hear from our employees that they would like a voluntary vision benefit offering. We will be partnering with UHC to make an offer of coverage for vision benefits. This benefit is voluntary and the entire cost of monthly premium will be paid by the employee, via payroll deduction.

Member Communication
Our rollout of 2017 benefit plans will include in-person employee meetings to educate employees and spouses on the plan changes. The meetings will be videotaped for those not able to attend the meetings.

All of the above recommendations were discussed with the Benefit/Wellness Advisory team and the team supports the recommended changes.

Please contact me at 339-4045 if you have questions prior to the meeting.

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between UMR, Inc. ("UMR" in this Agreement) and City of De Pere ("Customer" in this Agreement) is effective January 1, 2017 ("Effective Date"). This Agreement covers the services UMR is providing to Customer, either directly or in conjunction with one of UMR's affiliates, for use with Customer's Self-Funded employee benefit plan and apply to claims for Plan benefits that are incurred on or after the Effective Date.

UMR, Inc. identifies this arrangement as Contract No.: 76-412574

By signing below, each party agrees to the terms of this Agreement.

City of De Pere
333 S Broadway
De Pere, WI 54115

By: _____

Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

UMR, Inc.
5151 Pfeiffer Road
Cincinnati, OH 45242

By: _____

Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

Table of Contents

Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

Bank Account: Bank Account maintained for the payment of Plan benefits, expenses, fees and other Customer financial obligations.

Employee: A current or former employee of Customer or its affiliated employer.

IRC: The United States Internal Revenue Code of 1986, as amended from time to time.

IRS: The United States Internal Revenue Service.

Network: The group of Network Providers UMR makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

Network Provider: The physician, or medical professional or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

Overpayments: Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

Participant: Employee or dependent who is covered by the Plan.

PHI: Any information UMR receives or provides on behalf of the Plan which is considered Protected Health Information as the term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the Self-Funded health benefits UMR is administering, as described in the Summary Plan Description.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator who is generally responsible for the Plan's operation.

Proprietary Business Information: Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party's business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral, electronic or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the receiving party's relationship. UMR's Proprietary Business Information shall include, but not be limited to, discounts and other financial provisions related to UMR's contracted healthcare providers and claims data from which those financial provisions can be derived and financial provisions related to prescription drug products covered under the medical benefit. This information is collectively known as "UMR's Financial PBI".

Rebate: Any discount, price concession or other direct or indirect remuneration UMR receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a prescription drug under the Plan's pharmacy benefit or the medical benefit during the Term. Rebate does not include any, discount, price concession, administration fees or other direct or indirect remuneration UMR receives from a drug manufacturer for direct purchase of a prescription drug.

Self-Fund or **Self-Funded:** Means that Customer, on behalf of the Plan, has the sole responsibility to pay, and provide funds, to pay for all Plan benefits. UMR has no liability or responsibility to provide these funds. This is true even if UMR or its affiliates provides stop loss insurance to Customer.

Summary Plan Description or SPD: The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Systems: Means the systems UMR owns or makes available to Customer to facilitate the transfer of information in connection with this Agreement.

Tax or **Taxes:** A charge imposed, assessed or levied by any federal, state, local or other governmental entity.

Term or Term of the Agreement: The period of twelve (12) months commencing on the Effective Date and automatically continuing for additional 12-month periods until the Agreement is terminated.

Following the Effective Date and after Customer has provided three (3) months' worth of funds for the processing of claims and/or the payment of administrative fees, this Agreement is deemed executed by the parties.

Urgent Care Claims: A claim for medical services and supplies which meets ERISA's definition of Urgent Care Claim.

Section 2 – Customer Responsibilities

Section 2.1 Responsibility for the Plan. UMR is not the Plan Administrator of the Plan. Any references in this Agreement to UMR "administering the Plan" are descriptive only and do not confer upon UMR anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires UMR to have the fiduciary responsibility for a Plan administrative function, Customer accepts total responsibility for the Plan for purposes of this Agreement including its benefit design, the legal sufficiency and distribution of SPDs, and compliance with any laws that apply to Customer or the Plan, whether or not Customer or someone Customer designates is the Plan Administrator. The Customer represents and warrants that the Plan has the authority to pay fees due under this Agreement from Plan assets.

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A – Statement of Work, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide UMR with such communications which refer to UMR or UMR's services prior to distributing these materials to Employees or third parties. Customer will amend them if UMR reasonably determines that references to UMR are not accurate, or any Plan provision is not consistent with this Agreement or the services that UMR is providing.

Section 2.3 Plan Changes. Customer must provide UMR with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow UMR to determine if such change will alter the services UMR provides under this Agreement. Any change in the services to be provided by UMR under this Agreement which would be caused by any aforementioned changes must be mutually agreed to in writing prior to implementation of such change. UMR will notify Customer if (i) the change increases UMR's cost of providing services under this Agreement or (ii) UMR is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee or if UMR notifies Customer that UMR is unable to reasonably implement or administer the change, UMR shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon (60) sixty days written notice.

Section 2.4 Affiliated Employers. Customer represents that together Customer and any of its affiliates covered under the Plan make up a single "controlled group" as defined by the IRC. Customer agrees to provide UMR with a list of Customer's affiliates covered under the Plan upon request.

Section 2.5 Information Customer Provides to UMR. Customer will tell UMR which of Customer's Employees, their dependents and/or other persons are Participants. This information must be accurate and provided to UMR in a timely manner. UMR will accept eligibility data from Customer in the format described in Exhibit A – Statement of Work. Customer will notify UMR of any change to this information as soon as reasonably possible.

UMR will be entitled to rely on the most current information in UMR's possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. UMR will not be required to process or reprocess claims, but if UMR agrees to do so, additional fees may apply.

UMR shall be entitled to rely upon any written or oral communication from Customer, its designated employees, agents or authorized representatives.

Section 2.6 Notices to Participants. Customer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this Agreement is discontinued, Customer will notify all Participants that the services UMR is providing under this Agreement are discontinued.

Section 2.7 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 3 – Fees

Section 3.1 Fees. Customer will pay fees to UMR as compensation for the services provided by UMR. In addition to the fees specified in Exhibit B, Customer must also pay UMR any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

Section 3.2 Changes in Fees. UMR can change the fees on each Term anniversary ("Renewal Term"). UMR will provide Customer with thirty (30) days prior written notice of the revised fees for subsequent Renewal Terms. Any such fee change will become effective on the later of the first day of the new Renewal Term or thirty (30) days after UMR provides Customer with written notice of the new fees. UMR will provide Customer with a new Exhibit B that will replace the existing Exhibit B for the new Renewal Term.

UMR also can change the fees (i) any time there are changes made to this Agreement or the Plan, which affect the fees, (ii) when there are changes in laws or regulations which affect or are related to the services UMR is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 5 Taxes And Assessments (iii) if the number of Employees covered by the Plan or any Plan option changes by fifteen percent (15%) or more or (iv) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 15% or more from the assumed average contract size set forth in Exhibit B. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

If Customer does not agree to any change in fees, Customer may terminate this Agreement upon thirty (30) days written notice after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

Section 3.3 Due Dates, Payments, and Penalties. Customer agrees to pay fees to UMR based on the monthly invoice UMR provides. UMR reserves the right to provide Customer with an estimated invoice for the first month of services. The Due Date for payment of the invoiced amounts is on the last day of the month for such billing period. Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice). Adjustments to monthly billing statements for retroactive enrollment or eligibility changes will be performed based on information provided by Customer. Requests for fee adjustment must be made in a timely manner but no more than three (3) months following the date of the change.

Late Payment. If amounts owed are not paid as required when due, Customer will be provided with a notice of default and fifteen (15) days to cure. If Customer does not cure, UMR may terminate this Agreement as provided for in this Agreement. If any portion of the fee is disputed, Customer shall pay UMR the undisputed portion as provided herein, and shall provide written details to UMR prior to the date payment is due, explaining Customer's good faith basis for disputing such fee. Customer may withhold the disputed portion during pendency of such dispute, during which time both parties agree to use commercially reasonable efforts to resolve the dispute.

Section 4 – Records, Information, Audits

Section 4.1 Records. UMR will keep records relating to the services it provides under this Agreement for as long as UMR is required to do so by law.

Section 4.2 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the disclosing party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under

this Agreement, except that UMR's Financial PBI cannot be disclosed by Customer to any third party without UMR's express written consent. This provision shall survive the termination of this Agreement.

Section 4.3 Access to Information. Other than as provided for in Section 4.4, if Customer needs UMR's Proprietary Business Information in order to administer the Plan, UMR will allow Customer to use UMR's Proprietary Business Information, if it is legally permissible, the information relates to UMR's services under this Agreement, and Customer gives UMR reasonable advance notice and an explanation of the need for such information. Such use is subject to the terms of this Agreement.

If Customer is subject to a Freedom of Information Act (FOIA) request and the request includes UMR's Proprietary Business Information, Customer will contact UMR prior to releasing any information and give UMR the opportunity to review, respond and/or object to the FOIA request.

UMR will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Customer demonstrates that the information is required by law or for Plan administration purposes.

UMR also will provide reasonable access to information to an entity providing Plan administrative services to Customer, such as a consultant or vendor, if Customer requests it. Before UMR provides PHI to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

Section 4.4 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, a mutually agreeable entity may audit UMR once each calendar year to determine whether UMR is fulfilling the terms of this Agreement. Prior to the commencement of this audit, UMR must receive a signed, mutually agreeable confidentiality agreement.

Customer must advise UMR in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by UMR. All audits will be limited to information relating to the previous eighteen (18) months. With respect to UMR's transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by UMR ("Scope").

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a $1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses UMR incurs in connection with the audit. For any audit initiated after this Agreement is terminated, Customer will pay all expenses incurred by UMR.

Customer will provide UMR with a copy of any audit reports within thirty (30) days after Customer receives the audit report(s) from the auditor.

Section 4.5 Service Auditor Reports. UMR may make its Type II service auditor report ("Report") available to UMR's self-funded customers each year for Customer's review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #16 (SSAE16). Should new guidelines covering service auditor reports be issued, UMR may make the equivalent of, or any successor to, the SSAE16 Type II Report available to UMR's self-funded customers. The Report is UMR's Proprietary Business Information and shall not be shared with any third parties without UMR's prior written approval; provided, however, that Customer can share the Report with: (i) Customer's independent public accounting firm; and/or (ii) Customer's consultants, provided that such consultants are not in any way a competitor of UMR's and that Customer informs its consultants that the report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted herein, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Section 4.6 PHI. The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement.

Section 5 – Taxes And Assessments

Section 5.1 Payment of Taxes and Expenses. In the event that any Taxes are assessed against UMR as a claim administrator in connection with UMR's services under this Agreement, including all topics identified in Section 5.3 Customer will reimburse UMR through the Bank Account for Customer's proportionate share of such Taxes (but not Taxes on UMR's net income). UMR has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. Customer will also reimburse UMR for a proportionate share of any cost or expense reasonably incurred by UMR in disputing such Tax, including costs and reasonable attorneys' fees and any interest, fines, or penalties relating to such Tax, unless caused by UMR's unreasonable delay or unreasonable determination to dispute such Tax.

Section 5.2 Tax Reporting. In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to Plan or employer based tax reporting requirements, Customer agrees to comply with these requirements.

Section 5.3 State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or UMR, including, but not limited to, those imposed pursuant to The Patient Protection and Affordable Care Act of 2010 ("PPACA"), as amended from time to time. This includes the funding, remittance and determination of the amount due for PPACA required taxes and fees.

Section 6 – Indemnification

Section 6.1 Customer Indemnifies UMR. Customer will indemnify UMR and hold UMR harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, UMR incurs, including reasonable attorneys' fees, which arise out of (i) Customer or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of Customer or its vendors', subcontractors' or authorized agents' obligations under this Agreement or any other agreements entered into with such third parties on Customer's behalf (ii) Customer's material breach of this Agreement (iii) a breach of any other agreements UMR enters into with such third parties on Customer's behalf, all as determined by a court or other tribunal having jurisdiction of the matter (iv) third party claims brought against UMR as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws). This provision shall survive the termination of this Agreement.

Section 6.2 UMR Indemnifies Customer. UMR will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that Customer incurs, including reasonable attorneys' fees, which arise out of (i) UMR or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of UMR or its vendors', subcontractors' or authorized agents' obligations under this Agreement or (ii) UMR's material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Customer will remain responsible for payment of benefits and UMR's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

Section 7 – Plan Benefits Litigation

Section 7.1 Litigation Against UMR. If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or healthcare provider against UMR to recover Plan benefits related to its duties under this Agreement ("Plan Benefits Litigation"), UMR will select and retain defense counsel to represent its interest.

Section 7.2 Litigation Against Customer. If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest.

Section 7.3 Litigation Against UMR and Customer. If Plan Benefits Litigation is begun against the Plan and UMR jointly, and provided no conflict of interest arises between the parties, the parties may agree to joint defense

counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.

Section 7.4 Litigation Fees and Costs. All reasonable legal fees and costs UMR incurs will be paid by Customer (except as provided in Section 6.2) if UMR gives Customer reasonable advance notice of UMR's intent to charge Customer for such fees and costs, and UMR consults with Customer in a manner consistent with UMR's fiduciary obligations on UMR's litigation strategy.

Section 7.5 Litigation Cooperation. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

Section 7.6 Payment of Plan Benefits. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

Section 7.7 Survival. This provision shall survive the termination of this Agreement.

Section 8 – Mediation

Except in the case of UMR's termination due to Customer's failure to provide funds for benefits or fees, in the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in a mutually agreeable site. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

Section 9 – Termination

Section 9.1 Services End. UMR's services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, UMR may agree to continue providing certain services beyond the termination date, as provided in Exhibit A – Statement of Work.

Section 9.2 Termination Events. This Agreement will terminate under the following circumstances: (i) The Plan terminates, (ii) Both parties agree in writing to terminate the Agreement, (iii) After the initial Term, either party gives the other party at least sixty (60) days prior written notice, (iv) UMR gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed UMR when due under the terms of this Agreement, (v) UMR gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement, (vi) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party, (vii) UMR may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code, (viii) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or UMR and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions, or (ix) As otherwise specified in this Agreement.

Section 10 – Miscellaneous

Section 10.1 Subcontractors. UMR can use its affiliates or subcontractors to perform UMR's services under this Agreement. UMR will be responsible for those services to the same extent that UMR would have been had it performed those services without the use of an affiliate or subcontractor.

Section 10.2 Assignment. Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, UMR can assign this Agreement, including all of its rights and obligations to UMR's affiliates, to an entity controlling, controlled by, or under common control with UMR, or a purchaser of all or substantially all of UMR's assets, subject to notice to Customer of the assignment.

Section 10.3 Governing Law. This Agreement is governed by the applicable laws of the State of Delaware. This provision shall survive the termination of this Agreement.

Section 10.4 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

Section 10.5 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

Section 10.6 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

Section 10.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 10.8 Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, Customer grants UMR permission to use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for UMR to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

Section 10.9 Compliance with Laws and Regulations. The parties agree to comply with all applicable federal, state and other laws and regulations with respect to this Agreement.

Section 10.10 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 10.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

EXHIBIT A – STATEMENT OF WORK

The following are the administrative services UMR has agreed to provide to Customer. Customer may request that UMR provide services in addition to those set forth in this Agreement. If UMR agrees to provide them, those services will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee, determined by UMR, for these additional services. The services described in this Exhibit will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section A1 Network

Network Access, Management and Administration. UMR will provide access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

UMR generally does not employ Network Providers and they are not UMR's agents or partners, although certain Network Providers are affiliated with UMR. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. UMR is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through UMR's affiliates' networks, or the payment for services rendered by the provider or facility.

Value Based Contracting Program. UMR's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with UMR's other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due the Network Providers as soon as UMR makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if UMR makes the determination that the Network Provider failed to meet a standard, UMR will return to Customer the applicable amount. UMR shall provide Customer reports describing the amount of payments made on behalf of Customer's Plan.

Only the initial claims based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance or deductible requirements. Customer will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles and agree that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

Section A2 Recovery Services

Claim Recoveries. In the event an Overpayment is made, UMR shall make an attempt to recover Overpayments using its Overpayment recovery procedures. In the event the recovery attempts are unsuccessful, UMR will follow its established overpayment recovery rules for an escalated recovery process. Recovery attempts will remain open for a minimum of twelve months. UMR will be responsible for reimbursement of any unrecovered Overpayment to the extent the Overpayment was due to UMR's gross negligence.

Subrogation. UMR will also provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" (or "subrogation"). Customer will not engage any entity except UMR to provide the services described herein without UMR's prior approval.

Recovery Fees. Customer will be charged fees when any of the services described herein are provided by UMR through a subcontractor or affiliate. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery

Recovery Process. Customer delegates to UMR the discretion and authority to develop and use standards and procedures for any recovery, including but not limited to, whether or not to seek recovery, what steps to take if UMR decides to seek recovery, and the circumstances under which a claim may be compromised or settled for less

than the full amount of the claim. Customer acknowledges that use of UMR's standards and procedures may not result in full or partial recovery for any particular case. UMR will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical. UMR may initiate litigation to recover payments, but UMR has no obligation to do so. If UMR initiates litigation, Customer will cooperate with UMR in the litigation.

If this Agreement terminates, or, if UMR's recovery services terminate, UMR can continue to recover any payments UMR is in the process of recovering. The appropriate fees will continue to be deducted from the actual recovery, when and if a recovery is obtained.

In the event that Customer directs UMR to stop working on a particular subrogation Claim because the Customer wants to handle the subrogation Claim itself, or because the Customer waives its subrogation interest, or for other reasons, UMR retains the right to charge Customer a reasonable fee based on costs incurred prior to receiving such notification from Customer.

Fraud and Abuse Management. UMR's Special Investigation Unit reviews and investigates potentially fraudulent or inappropriate billings submitted by providers and Participants. Following investigation, the identified Claims are either paid in accordance with the Plan, or are denied for such reasons as are uncovered by the Special Investigation Unit. Fraud and Abuse Management processes will be based upon UMR's proprietary and confidential procedures, modes of analysis and investigations.

UMR will use these procedures and standards in delivering Fraud and Abuse Management services to Customer and UMR's other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if UMR decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount.

Customer delegates to UMR the discretion and authority to use such procedures and standards, including the authority to undertake actions, including legal actions, which have the largest impact for the largest number of customers. Customer acknowledges that the use of these procedures and standards may not result in full or partial recovery or in full recovery for any particular case. UMR does not guarantee or warranty any particular level of prevention, detection, or recovery. UMR agrees to perform Fraud and Abuse Management services pursuant to the industry standards for such services. If this Agreement terminates, or if UMR's claim recovery services terminate, UMR can elect to continue fraud and abuse recoveries that are in progress and the fees will continue to apply.

Section A3 Providing Funds for Benefits

Responsibility. The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits payable to Participants, Network Providers, or non-Network Providers.

Control of Plan Assets. In the event that the Plan is found to have Plan assets, the Customer shall have absolute authority with respect to such Plan assets, and UMR shall neither have nor be deemed to exercise any discretion, control or authority with respect to the disposition of Plan assets.

Bank Account. Customer shall establish, maintain and appropriately fund Bank Account in the name of the Customer. Customer shall be responsible for all payments issued against the account. UMR shall be given the necessary nonexclusive authority to utilize any funds in said account for payment of Plan benefits. UMR shall provide Customer with access to the daily online check register, and will also provide a monthly report for reconciliation purposes. It is understood that Customer is solely responsible for handling issues related to uncashed checks, including any record keeping, reporting, or payment responsibilities set forth under any state's unclaimed property law, to the extent such laws apply.

Payment. Customer is solely responsible for paying for Plan benefits. UMR will have no obligation to arrange for payment of Plan benefits if Customer has not made the requisite funds available to UMR in accordance with this Agreement.

Underfunding. If Customer does not provide the amounts sufficient funds with which to pay claims, Customer must immediately correct the deficiency. UMR may suspend any of its services under this Agreement for the period of time Customer does not provide the required funding. If Customer does not correct the funding deficiency within fifteen business days of UMR's notice to Customer, UMR may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began.

Section A4 Claims Determinations and Appeals

Claim Procedures. Customer appoints UMR a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, (ii) performing the fair and impartial review of first level internal appeals and (iii) performing the fair and impartial review of second level internal appeals (if applicable). As such, Customer delegates to UMR the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to UMR under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable law and regulation. In the event that Customer has not finalized the Summary Plan Description (SPD) before UMR receives an appeal from a Participant, then UMR will follow the claims installation documents that Customer approved, or if needed, UMR will contact Customer for applicable information. Participants who receive an adverse benefit determination can file an appeal with UMR within the timelines established in Customer's SPD. It is understood that UMR will provide one or two appeal levels for claims that it has processed, as mutually agreed to in writing by the parties. UMR agrees to send an appealed claim to an independent reviewer if required by Department of Labor or Department of Health and Human Services. In addition, and if applicable to Customer's Plan, UMR agrees to send a voluntary appeal to an independent review organization in compliance with health care reform regulations. Customer understands that the cost of such mandated independent reviews will be the responsibility of Customer, unless otherwise stated in the Fee Exhibit. It is understood that UMR is not responsible for handling appeals on claim-related decisions that were originally made by another vendor of Customer's. Customer acknowledges and agrees that certain services provided by UMR and as described in the Summary Plan Description will comply with federal laws and regulations, as provided for under ERISA.

Section A5 System Access

Access. UMR grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain UMR's. To obtain access to the Systems, Customer will obtain, and be responsible for maintaining, at no expense to UMR, the hardware, software, and Internet browser requirements UMR provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by UMR in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from UMR, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access.

Security Procedures. Customer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by UMR for access to and use of any web site provided in connection with the services. Customer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to UMR, and maintain appropriate logs and monitoring of system activity, Customer shall notify UMR within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by UMR which impact the System.

Termination. UMR reserves the right to terminate Customer's System access (i) on the date Customer fails to accept the hardware, software and browser requirements provided by UMR, including any amendments thereto or (ii) immediately on the date UMR reasonably determines that Customer has (i) breached, or allowed a breach of, any applicable provision of this Section or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Customer's System Access will also terminate upon termination of this Agreement, provided however that if run-out is provided in accordance with Exhibit A - Statement of Work, Customer may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the termination events described in this Agreement, Customer agrees to cease all use of Systems, and UMR will deactivate Customer's identification numbers, passwords, and access to the System.

Schedule of Services

A. Claims Administration Services

Service	Comments
Claims for Plan benefits must be submitted in a form that is satisfactory to UMR in order for UMR to determine whether a benefit is payable under the Plan's provisions. Customer delegates to UMR the discretion and authority to use UMR's claim procedures and standards for Plan benefit claim determination.	
Implementation of Customer's benefit plans and payment of claims.	UMR will process only those claims which are incurred on or after the effective date of this Agreement.
Standard claims processing including: • Re-pricing and payment of claims. • Auto and manual adjudication using proprietary software. • Provide an Explanation of Benefits (EOB) notice to Participants and Remittance Advice (RA) statement to providers as required • Prepare and mail 1099's to providers and other vendors, using UMR's name and tax identification number.	In the event that Customer asks UMR to load data from the prior TPA regarding Participant's benefit accumulators, UMR will have no obligation to verify the accuracy of such data.
Standard coordination of benefits for all claims	UMR pays claims for Medicare-eligible persons as either primary or secondary, based on the Medicare Secondary Payor Rules.
Claims Run-Out Services. UMR will process all claims received up to the date of termination of this Agreement. Any unprocessed claims will be denied, unless Customer requests claims run-out services (unprocessed claims incurred prior to the termination date) at a mutually agreed upon fee prior to the termination of this Agreement. In the event that UMR receives claims after the run-out period expires, then UMR will deny the claim.	If the Agreement terminates because Customer fails to pay UMR fees due, fails to provide the funding for the payment of benefits, or UMR terminates for any other material breach, run-out will not apply. **Suspension of Run-out Processing** If Customer does not pay the run-out fees it owes UMR when due as set forth above, UMR will notify Customer. If Customer does not make the required payment UMR may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment. **Termination of Run-out Processing** Run-out claims processing will terminate if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.
Foreign service procedures	Participants who receive services in a country other than the United States must pay the claim and then submit the claim to UMR for reimbursement. UMR will reimburse the Participant for any covered amount in U.S. currency. The reimbursed amount will be based on the U.S. equivalency rate that is in effect on the date the Participant paid the claim, or on the date of service if paid date is not known.
State Surcharges. If during the term of the Agreement UMR receives a surcharge invoice from a state for the Plan or claims paid under the Plan, UMR agrees to submit applicable payments to the state on behalf of Customer. The amount due to the state will be withdrawn from Customer's claims bank account.	This service does not apply to New York Surcharges.

Service	Comments
Claim Reprocessing. Customer requests to reprocess certain claims.	No fee is charged for claims being reprocessed in connection with an error made by UMR. A fee is charged for claims being reprocessed: a) as a result of retroactive benefit or eligibility changes that Customer made or in connection with other actions by Customer, its employees or agents, or b) if Customer contracts directly with a provider network and that provider network gives UMR incorrect or late fee or other provider information that necessitates adjustment of claims.
Credit Balance Recovery Program.	UMR has a contract with a cost containment recovery vendor that routinely reviews credit balances, primarily at large hospitals and providers of service throughout the United States. Vendor works with the hospital/provider to identify amounts that have been overpaid due to inaccurate billings and other reasons. Vendor then verifies that the patient was covered by a Plan that UMR administers, and works with the facility or provider to recover the overpayment for the Plan. The applicable credit, less recovery fee, is forwarded to the Customer.
New York Surcharge Services: Upon acceptance from the New York Public Goods Pool, UMR agrees to compile and forward to the State of New York, an electronic report that shows the liability that Customer has for covered lives, patient services and total amount due from Customer. The report is compiled on a monthly or annual basis in accordance with the requirements of the State of New York for Customer. UMR agrees to file the report and send the applicable payments to the State of New York via a draw from Customer's bank account.	It is understood that Customer is solely responsible for completing necessary New York Surcharge election forms and responding to inquiries regarding the election. In the event that a claim is adjusted after the New York Surcharge fee has been paid and the adjustment affects how much the provider actually receives, UMR will make an adjustment on a future report to the State.

B. Member Services

Service	Comments
Toll-free access to a customer care unit	
Employee access to a member website enabling Participants to: • Check claim status. • Check eligibility information. • Search for providers and online health information.	
Identification Cards. UMR will provide standard ID cards (including replacement cards) for each employee who is covered under Customer's Plan.	Customer may, at its option, order customized ID cards at an additional cost.

C. Customer Reporting Services

Service	Comments
UMR will provide Customer with the following standard reports through encrypted online access.	
Banking. Online access to the check register, searchable for disbursement information at the transaction level.	
Monthly Online Reports (Plan Performance). Online access to monthly reports containing Plan performance details. Customer can also use online data to develop ad-hoc queries such as census information, claim activity and large claim detail.	
Eligibility and Benefits Inquiry. Online eligibility inquiry provides Customer with access to Participant eligibility information. Online benefit inquiry provides specific benefit information for each Participant.	

Service	Comments
Claims Inquiry. Customers can review the status of participant claims online. Customer is responsible for ensuring that its employees comply with HIPAA privacy regulations.	
Annual Report. Provides the information that Customer can use to complete the 5500 form or 990 form.	
Customization, non-standard or ad hoc reports	Fees are determined on a report-specific basis
UMR reserves the right, from time to time, to change the content, format and/or type of UMR's reports.	

D. Other Services

Service	Comments
Summary Plan Description (SPD) Assistance. UMR will prepare a customized draft of an SPD for the Plan, one additional draft, in response to Customer's comments and a final draft SPD.	If the SPD is not finalized sufficiently in advance of the Effective Date of UMR's services, UMR will utilize benefits and exclusions that UMR has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved UMR will administer claims and otherwise provide UMR's services in accordance with information and it will govern and remain in full force and effect until a final SPD is provided to UMR.
SPD Exception Processing. In the event Customer wants UMR to make an exception to Customer's Summary Plan Description (SPD), Customer must notify UMR in writing of such exception using a form designated by UMR. Customer is fully and solely responsible for any compliance or stop loss issues that may occur as a result of making an exception to its SPD.	UMR shall not be liable to any degree when following directions from Customer, its employees or agents, and Customer agrees to indemnify UMR and hold it harmless from and against any and all claims arising from Customer's decision to make an exception to the SPD.
Summary of Benefits and Coverage (SBC) Services. Upon receipt of a completed service election form from Customer, UMR agrees to provide the following (SBC) services: • Draft one standard full SBC per benefit Plan design if UMR is the only vendor administering benefits for Customer; **or** • Draft one standard partial SBC per benefit Plan design if UMR administers the medical Plan but Customer utilizes external vendors for other benefits. • Provide one SBC update per year if needed. • Post the final approved SBC to UMR's web portal for Customer.	Customer is responsible for providing UMR with written details about the Plan and benefit changes in an agreed upon period of time prior to the date Customer needs the final SBC from UMR. Customer is responsible for completing sections of the SBC related to Customer and external vendors, if any, and returning applicable details to UMR within an agreed upon timeframe. Customer is responsible for complying with SBC regulations, including but not limited to distribution of SBC's to Participants. In the event that Customer requests UMR to provide other non-standard SBC services, UMR will charge a reasonable fee for agreed upon services.
Stop Loss Reporting. UMR will use commercially reasonable efforts to identify, track and file paid specific stop loss insurance claims with the stop loss carrier, on behalf of Customer. If Customer has aggregate stop loss coverage, UMR agrees to notify the stop loss carrier of any potential Claims that exceed the stop loss policy's attachment point.	Customer is responsible for providing UMR with a copy of the stop loss policy by the effective date of this Agreement or as soon thereafter as reasonably possible, if UMR did not place Customer's stop loss coverage with the carrier. No priority will be given to process claims because the stop loss year is coming to a close. In no event shall UMR have any liability for coverage decisions taken or any omissions by any stop loss insurance carrier, and UMR shall not be held liable for any claims not covered by the stop loss carrier even if such claims were paid by the Plan. It is understood that UMR cannot represent or warrant a carrier's stop loss coverage or any terms of a carrier's stop loss coverage. Customer and its third party stop loss carrier may be required to execute UMR's standard nondisclosure and indemnification agreement prior to UMR providing any stop loss information
Transition to new Third Party Administrator (TPA). UMR will cooperate with Customers' transition to a new TPA upon termination of this Agreement and will provide	

Service	Comments
cancellation reports to Customer upon request.	
Medicare Secondary Payer Reporting. UMR shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions (the Reporting Requirements) in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. UMR shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data.	Customer agrees to provide to UMR in a timely manner and in an agreed upon format any and all data that UMR requires to comply with the Reporting Requirements.
Transplant Solutions (TS) Services • Transplant Network via Centers of Excellence (COE) • Ventricular Assist Devices (VAD) • Transplant Access Program (TAP) Network	The fees for Transplant Solutions (TS) Services are specified in Exhibit B.
• Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee. • Specialized Physician Review	

EXHIBIT B – SERVICE FEES

This exhibit lists the fees Customer must pay UMR for UMR's services during the term of the Agreement. Unless otherwise noted, these fees apply for the period from January 1, 2017 through December 31, 2017. Customer acknowledges that the amounts paid for administrative services are reasonable.

The fees below assume UMR provides, at a minimum, Customer's medical Plan administration, utilization management/case management services, and stop loss coordination. The fees further assume Customer's use of a UnitedHealthcare® network. UMR reserves the right to amend fees if Customer drops any of these packaged services or if Customer requires non-standard formats or procedures.

Service Code	ITEM	FEE and BASIS
	Medical Fees	
0001	Base Medical Fee 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	 $14.17 PEPM $14.88 PEPM
9928	Monthly Medical Fee Waiver	First two months of purchased PEPM service medical fees waived (excluding commissions), subject to the repayment terms in this exhibit.
	ID Card Services	
0200	Mail ID Cards to Employee's Home	Included in Base Fee
0234	ID Cards – Additional Cards	$1.00 Per Card
	Reporting/Special Data Services	
0402	Development of Production Custom Reports/File Feeds	No Charge for Vision eligibility file to UMR
0417	Custom Ad-Hoc Reports – Request System	$100/hr. after 2 hours per year
1203	New York Surcharge – Filing and Administration	Included in Base Fee
	Network/Managed Care	
1406	Network Access Fees • UnitedHealthcare Choice Plus	 $16.87 PEPM through 12/31/2019
9938	Cost Reduction & Savings Program(CRS) (Cost reduction services aimed at generating savings on claims when the primary network is not utilized.	30% of savings through 12/31/2019
	Transplant Solution (TS) Services (Fees Guaranteed through 12/31/2019)	
1400	Transplant Network via Centers of Excellence (COE) Customer shall pay UMR administrative fee based upon the Transplant type as follows:	
	Bone Marrow/Stem Cell	
	Autologous less than 11 days	$5,000 Per Transplant
	Autologous 11 or more Days – breast Cancer	$10,000 Per Transplant
	Autologous 11 or more Days – all other diagnosis	$20,000 Per Transplant
	Allogeneic – related/unrelated	$20,000 Per Transplant
	Non-myeloablative BMT - mini	$5,000 Per Transplant
	Tandem BMT	
	Auto/Auto	$10,000 Per Transplant
	Auto/Allo Related Mini	$20,000 Per Transplant
	Auto/Allo Unrelated Mini	$20,000 Per Transplant
	Heart, Single Lung, Heart/Lung	$10,000 Per Transplant
	Double Lung, Multi-Organ	$20,000 Per Transplant

Service Code	ITEM	FEE and BASIS
	Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	$20,000 Per Transplant
	Kidney	$3,500 Per Transplant
	Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	$7,500 Per Transplant
	Ventricular Assist Devices (VAD)	
	Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)	10% of savings, capped at $10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at $10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	10% of savings, capped at $10,000 Per year
	If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged. If a Participant receives transplant care, but no transplant is performed ("Early Term"), the administrative fee shall be 35% of the difference between charges per the applicable Network and the Network Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above. A transplant case referred to as Early Term includes (1) cases in which a Participant is not accepted into a Network Provider's transplant program; (2) cases in which the Participant dies prior to transplant or VAD implant; or (3) cases in which Participant's coverage ends prior to transplant or VAD implant.	
	Transplant Access Program (TAP) Network	The fees are 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network. The fees shall not exceed the administrative fee for the corresponding transplant set forth in the table above.
	Extra-Contractual Services	The fees are 15% of savings, calculated as the difference between charges per the applicable Network and the Network Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under the table above.
	Specialized Physician Review	The fees are for solid organ transplants, bone marrow/stem cell transplants and other procedures and disease states. Customer shall pay UMR an administrative fee equal to $1,295 for a Comprehensive Review from a single reviewer, or $1,995 from three reviewers. For Basic Review, Customer shall pay UMR an administrative fee equal to $495 for a single review or $1,295 from three reviewers. For an Expedited Review, Customer shall pay UMR an additional fee of $200 for each physician reviewer.

Service Code	ITEM	FEE and BASIS
	Care Management and Outreach Services	
0742	Stand-alone Utilization Management (Examination of medical services for appropriateness of care prior to services being provided, in accordance with Employer's SPD. Also includes independent medical reviews needed for this service. In the event that Medicare is the primary payer for a Claim, these services will be provided after Medicare funds have been exhausted.) 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	 $1.75 PEPM $1.84 PEPM
0743	Stand-alone Case Management (Individual case management services will be provided to Participants who meet the criteria for case management including complex treatment plans, catastrophic events, trauma and chronic illness. In the event that Medicare is the primary payer for a Claim, these services will be provided after Medicare funds have been exhausted.) 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	 $1.75 PEPM $1.84 PEPM
	Billing	
0804	Outside Vendor Payments	No Charge for CVS/Caremark
0832	Inbound Pharmacy Reporting - With existing PBM	Waived: One-time set-up fee of $1,500 for CVS/Caremark
	Claim Services	
0105	Subrogation Services	30% of recoveries
0174	Credit Balance Recovery	20% of recoveries
0136	Preferred Stop Loss Interface Fee 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	 $5.00 PEPM $5.25 PEPM
0140	Claim Reprocessing	$25 per Claim
	Other Fees	
2130	Federal External Reviews	$500 per review after five reviews
0926	Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file for the Plan. Includes initial SBC plus one amendment per year; electronic version only provided to Customer.	Included in Base Fee
0927	Two or more Summary of Benefits and Coverage (SBC) amendments requested by Customer per year	$500 Per SBC Per Benefit Plan
0928	Inclusion of outside vendor data in Summary of Benefits and Coverage (SBC) document, in UMR's standard format.	$1,000 Per SBC Per Benefit Plan
0929	Print and Ship Summary of Benefits and Coverage (SBC) to Employee at open enrollment	Cost plus Postage
0930	Translation of Summary of Benefits and Coverage (SBC) into non-English text	Cost of Translation
1002	Pharmacy Benefit Management (PBM) – Other PBM 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	 $1.30 PEPM $1.37 PEPM
1014	Support for Integrated Rx-Medical Accumulators 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	 $1.00 PEPM $1.05 PEPM

PEPM means Per Employee Per Month (covered employee)

The above fees do not include state or federal surcharges, assessments, or similar taxes imposed by governmental entities or agencies on the Plan or UMR, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

A stop loss interface fee surcharge applies if stop loss coverage is not placed with a UMR preferred market. Consult your UMR representative for a list of preferred markets.

Conditions:

- Requires a two year agreement with UMR. Early termination is subject to the early termination penalty outlined in the Agreement.
- Assumes an enrolled employee count within 15% of the quoted employee count of 124.
- Assumes an effective date of January 1, 2017.
- Two month fee waiver is calculated after any credits are applied.

Early Termination Fees. UMR has provided Customer with special pricing for administrative services that includes multi-year fee guarantees and waived fees. In exchange for such special pricing, Customer agrees to repay UMR the following amounts if Customer terminates this Agreement prior to the end of the initial two-year term for reasons other than UMR's material breach of the Agreement:

- If Customer terminates the Agreement during the initial year of the Agreement, Customer shall pay UMR 100% of the waived fees.
- If Customer terminates the Agreement during the second year of the Agreement, Customer shall pay UMR 50% of the waived fees.

EXHIBIT C – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is incorporated into and made part of the Administrative Services Agreement ("Agreement") between UMR, Inc. on behalf of itself and its affiliates ("Business Associate") and City of De Pere ("Covered Entity") and is effective on January 1, 2017 (Effective Date).

The parties hereby agree as follows:

1. DEFINITIONS

1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, "HIPAA").

1.2 "Privacy Rule" means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

1.3 "Security Rule" means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

1.4 "Services" means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of Protected Health Information (PHI), Business Associate agrees to:

2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).

2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D). Business Associate shall pay for the reasonable and actual costs associated with those notifications.

2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.

2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.

2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA or the Agreement, Business Associate may:

4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.

4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

5. TERMINATION

5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before thirty (30)

days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.

5.2 Effect of Termination or Expiration. After the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

6. MISCELLANEOUS

6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.

6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.

6.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Participating Group Addendum

Participating Group Name: CITY OF DE PERE

Participating Group Address: 335 S Broadway

De Pere, WI 54115

Contact Person:

Participating Group Effective Date: January 1, 2017

This Addendum ("**Participating Group Addendum**") supplements the Coalition Master Prescription Benefit Services Agreement effective January 1, 2014 ("**Master Agreement**"), as amended, between CaremarkPCS Health, L.L.C., a Delaware limited liability company ("**CVS/caremark**"), and WisconsinRx Cooperative (d/b/a WisconsinRx and d/b/a National CooperativeRx) a Wisconsin Cooperative ("**WisconsinRx**"), on its own behalf and on behalf of the Participating Group. All capitalized terms used in this Participating Group Addendum shall have the meaning set forth in the Master Agreement.

1. The undersigned Participating Group ("**Participating Group**") is, and shall remain, a cooperative member of WisconsinRx during the Term. Participating Group has reviewed the Master Agreement and desires that CVS/caremark provide to it the products and Services described in the Master Agreement on the terms and conditions set forth in the Master Agreement, as amended from time to time, and this Participating Group Addendum. By signing this Participating Group Addendum, Participating Group agrees to the terms and conditions of the Master Agreement, including the Exhibits attached thereto and any subsequent amendments to the Master Agreement which may be entered into between WisconsinRx and CVS/caremark, and this Participating Group Addendum.

2. CVS/caremark agrees to provide Services to the undersigned Participating Group under the same terms and conditions set forth in the Master Agreement, including any amendments or other applicable written agreements which may be entered in writing between WisconsinRx and CVS/caremark during the Term, as applicable. This Participating Group Addendum shall terminate automatically upon termination of the Master Agreement, except as otherwise set forth in Section 6.10 of the Master Agreement, consistent with the terms of the Master Agreement.

3. Participating Group elects the pricing options and optional Services as further described in the Master Agreement, as reflected in the PDD documents approved by Participating Group:

Retail Network (Select one):

☒ **Retail - National Network**
☐ **Retail - CareChoice Network**
☐ **Advanced Choice Network**

Formularies (Select those that apply):

- ☒ Aligned Formulary With Exclusions (Opt In)
- ☐ Aligned Formulary Without Exclusions (Opt Out)
- ☐ Advanced Control Formulary (Includes Advanced Control Specialty Formulary)
- ☒ Advanced Control Specialty Formulary

Specialty Medications (Select those that apply):

Note: Advanced Control Specialty Formulary is not offered with the PDPD Program.)
Specialty pricing will be included in a Specialty Drug List – See Attachment 1 to Exhibit A in Master Agreement.

- ☐ Open Specialty Arrangement
- ☒ Exclusive Specialty Arrangement
- ☐ Open Specialty Arrangement with PDPD Program
- ☐ Exclusive Specialty Arrangement with PDPD Program

Select only one of the following 90-day network options, if any:

Maintenance Choice Program

- ☐ Maintenance Choice Program – Mandatory/Incentivized Option available to Plan Participants
- ☒ Maintenance Choice Program – Voluntary Option available to Plan Participants
- ☐ Maintenance Choice Program – Opt-Out Option available to Plan Participants
- ☐ **Extended Day Supply (EDS) – 90**

Optional Services, if any, as further described in the Master Agreement:

- ☐ **Generic Step Therapy Program**
  - ☐ High Performance Generic Step Therapy
  - ☐ Traditional Generic Step Therapy

4. Market Check. Participating Group delegates the authority to negotiate the market check pricing terms applicable to Participating Group, if any, to WisconsinRx. Once the revised pricing terms are agreed upon by the WisconsinRx and CVS/caremark, WisconsinRx shall advise Participating Group of the revised pricing in advance of the effective date of such revised pricing.

5. If WisconsinRx receives information pertaining to assignment of CVS/caremark to any subsidiary, affiliate or other entity, WisconsinRx agrees to notify Participating Group of such assignment.

6. This Participating Group Addendum, together with the Master Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior understandings, agreements, contracts or arrangements between the parties, whether oral or written.

7. This Participating Group Addendum shall be effective as of January 1, 2017 through December 31, 2018.

CITY OF DE PERE

By: _____

Print Name: _____

Title: _____

Date: _____

AUTHENTICATION

WisconsinRx signs below to certify that this Participating Group Addendum is entered into under and in accordance with the provisions of the Master Agreement, and is approved by it in form and substance. No amendments or other modifications to this Participating Group Addendum are effective until WisconsinRx has reviewed such modifications and approved them in a written amendment to this Participating Group Addendum.

WISCONSINRX COOPERATIVE

By:

Name: Josh Bindl

Title: CEO

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **December 13, 2016**

DEPARTMENT: **Finance/Personnel Committee**

FROM: **Joe Zegers**

SUBJECT: **Consideration of 2016 Short Term Borrowing terms.**

ATTACHMENTS:

- 2016Short-TermNoteBorrowingMemo (DOC)
- 201612090908-1 (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: December 9, 2016
Subject: 2016 Short-Term Note

I have attached the interest rate quote from Associated Bank for the City's short-term note borrowing of $275,000 authorized in the Adopted 2017 budget in November 2015. The repayment of the note was included in the City's 2017 debt service fund expenditures and covers eleven items included in the 2017 budget as noted in the attachment. These amounts were included on pages 299-301 of the 2017 Executive Budget. The interest rate quote of 2.1% for 60 days on the note is very reasonable and would amount to roughly $962 interest when we pay back the note in full in late February 2017.

I recommend the Finance Committee approve the terms of this note. Should you have any questions on this feel free to contact me or I will be present at the Finance Committee meeting on December 13th.

AssociatedBank

December 8, 2016

Mr. Joseph G. Zegers
Finance Director
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

RE: Term sheet

Dear Joe:

The proposed terms and conditions are provided for discussion purposes only and do not constitute an offer, agreement, or commitment to lend by Associated Bank ("Bank"). The actual terms and conditions upon which Bank might extend credit to the Borrower are subject to final credit approval.

Borrower:	City of De Pere
Purpose:	Purchases as outlined in attachment
Amount:	$275,000
Interest Rate:	2.10% fixed – tax exempt
Repayment:	Principal and interest due at maturity
Maturity:	February 21, 2017
Prepayment Costs:	None

Interest rates are subject to change based on market conditions. Again, this is not a binding commitment, but a summary of indicative terms and conditions. If you have any questions, please contact me at (920) 433-3091.

Sincerely,

By: _____
Joseph G. Hockers
Vice President, Government Banking

NMO430

CITY OF DE PERE
2016 - 2017 SHORT-TERM NOTE BORROWING

PURPOSE	AMOUNT
Council Chambers: Video and Projector Upgrade	$ 22,860
Police: Carpet Replacement	30,200
MSC: Fuel Station Pedestal	7,200
Traffic Lights: Broadway & Merrill Upgrade Video Detection System	25,000
Community Center: Boiler Replacement	34,000
Parks and Public Lands: Water Cooler Replacement	5,000
Parks and Public Lands: Accessible Route Program	5,000
Parks and Public Lands: Voyageur Park Breakwall/Sidewalk Repair	10,000
Parks & Public Lands: VFW Park Playground Replacement	110,000
Boat Ramps: Fox Point Boat Launch Ticket Machine	22,000
Parks Equipment: Truck #68 Replacement	3,740
TOTAL	$ 275,000