

Polk County Board of Supervisors
Polk County Government Center
100 Polk County Plaza, Balsam Lake, WI
County Board Room
Tuesday, September 16, 2014
Regular Business Meeting, 6:00 p.m.

Open Session

1. Call to Order
2. Evidence of Proper Notice
3. Roll Call
4. Pledge of Allegiance
5. Time of Reflection
6. **Consent Agenda**
 - A. Consideration of noticed agenda for September 16, 2014 meeting;
 - B. Consideration/corrections to the published minutes of August 19, 2014 County Board Meetings
7. Public Comments - 3 minutes per person- not to exceed 30 minutes total
8. Time for Committee Q&A (if any)
9. Chairman's Report, Wm. Johnson
10. County Administrator's Report, Dana Frey
 - A. Reporting Items:
Roll out of 2015 Budget
 - B. Confirmation of Administrator's Appointments:
Tom Engel to Renewable Energy Committee
Gail Tessman, 2nd Alternate to Board of Adjustment Sept. 2014 -2017)
Pamela J. DeShaw, to Health and Human Services Board
11. **Proposed Resolutions and Ordinances**
 - A. **Resolution 29-14: Resolution to Authorize Revision to Joint Use Salt Shed Agreement With Town of Alden**
 - B. **Resolution 30-14: Resolution in Support of Legislation to Add Additional Judges**
 - C. **Resolution 31-14: Resolution to Authorize Space in Former County Library Building to Unity School District for Alternative Diploma Program**
 - D. **Resolution 32-14: Resolution to Approve and to Pay Dog Claim of Virginia Bergstrom**
 - E. **Resolution 33-14: Resolution to Designate Polk County Human Services Department as Agency to Administer the Coordinated Service Team Initiative**
 - F. **Resolution 34-14: Resolution to Support Regulation of E-Cigarettes**
 - G. **Resolution 35-14: Resolution to Approve Dissolution of Northwest Long Term Care District Pursuant to Wis. Stat. 46.2895(13) Upon Satisfaction of Conditions**
 - H. **Resolution 23-14: Resolution to Authorize Amendment to Wisconsin Department of Health Services to Polk County Consolidated Contract to Provide for Wisconsin Hospital Emergency Preparedness Program Services**
14. Supervisor's Reports
15. Adjourn

This meeting is open to the public according to Wisconsin State Statute 19.83. Persons with disabilities wishing to attend and/or participate are asked to notify the County Clerk's office (715-485-9226) at least 24 hours in advance of the scheduled meeting time so all reasonable accommodations can be made.

A

Resolution No. 29 -14

Resolution To Authorize Revision to Joint Use Salt Shed Agreement With Town of Alden

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, in 2002, the Town of Alden and the County of Polk collaborated on the joint construction of a salt shed located on Town of Alden property with both parties sharing equally in ownership and the costs of preparation and construction of the salt shed building; and

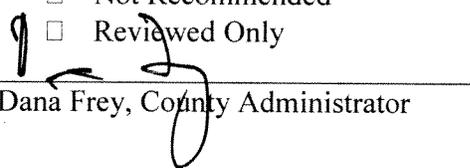
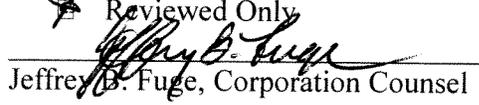
WHEREAS, the Town of Alden and the County of Polk have jointly used the salt shed over the years on a 50/50 cost sharing understanding without a fully signed and authorized agreement; and

WHEREAS, in 2003, representatives of the County of Polk signed a Joint Purchase/Use Agreement, a copy of which is attached.

WHEREAS, it is in the interest of the County and the Town to mutually agree to a revision of the cost share relationship and to formalize the continuance of the collaborative effort through an intergovernmental agreement as permitted pursuant to Wisconsin Statute Section 66.0301.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Section 66.0301, Wis. Stats., the Polk County Board of Supervisors, authorizes a revised intergovernmental agreement with the Town of Alden to provide for the joint ownership and usage of the salt shed and a 50/50 sharing of costs of usage maintenance, repair; and risk of loss/insurance.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs the Polk County Administrator, in coordination with the Polk County Highway Commissioner, to negotiate and to execute the intergovernmental agreement authorized herein.

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Upon Passage
Dated Submitted To County Board	
Submitted By:	
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel

Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on 09, 16, 2014, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 29-14: Revision to Joint Use Salt Shed Agreement With Town of Alden, as follows:

- Adopted by a vote of _____ in favor and _____ against.
- Adopted by majority voice vote.
- Defeated by a vote of _____ in favor and _____ against.
- Defeated by majority voice vote
- Action Deferred by Procedural Action, as follows: _____

SIGNED BY:

William F. Johnson, IV, County Board Chairperson

Attest: _____
Carole T. Wondra, County Clerk

Jay Kull

Ray Jones

Willy R. ...

Marvin Carpenter

John Bonneville

Resolution No. 30 -14
Resolution in Support of Legislation to Add Additional Judges

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF
POLK:

Lady and Gentlemen:

WHEREAS, Polk County ranks near the top in judicial need in the State of Wisconsin; and

WHEREAS, the Director of State Courts is recommending that the legislature add additional
judgeships in those counties showing the greatest need according to the Judicial Needs
Assessment; and

WHEREAS, the State of Wisconsin will pay the salary and benefits for the judge and his/her court
reporter in addition to providing the needed computers and printers; additional support may be
requested of the County; and

WHEREAS, at present, the Polk County Judicial Center has the prerequisite third courtroom
available for a third circuit court judge, together with sufficient room for necessary accompanying
support personnel; and

WHEREAS, the support of the Polk County Board of Supervisors is required for the Director of State
Court's Office to include Polk County in a judgeship bill creating a third circuit court branch; and

WHEREAS, it is the recommendation of the Polk County Public Safety and Highway Committee
that the Polk County Board of Supervisors approve this resolution in support of legislation creating
additional judgeships; and

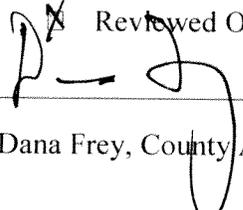
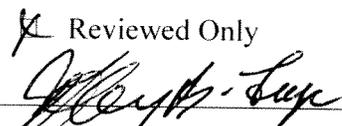
WHEREAS, it is the further recommendation of the Polk County Public Safety and Highway
Committee that the Polk County Board of Supervisors go on record as requesting that an additional
judge be added in Polk County; and

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors does approve
this resolution in support of legislation creating additional judgeships and urges the Wisconsin
Legislature and Governor Scott Walker to create a third branch of the Circuit Court for Polk County
to better serve the needs of the people of Polk County; and

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs the County Clerk
to forward a certified copy of this resolution to Office of Governor, the respective legislative
representatives of Polk County of the Wisconsin Senate and Wisconsin Assembly, the Wisconsin
Department of Administration and Wisconsin Counties Association.

BE IT FURTHER RESOLVED that publication of this resolution may occur through posting in
accordance with Section 985.02 of the Wisconsin State Statutes.

Funding Source/ Funding Amount:	Not Applicable
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Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Upon Passage
Dated Submitted To County Board	July 15, 2014
Submitted By:	
Review By County Administrator: <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel

Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on ^{Sept. 16} ~~July 15~~, 2014, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 30 - 14: Resolution in Support of Legislation to Add Additional Judges, as follows:

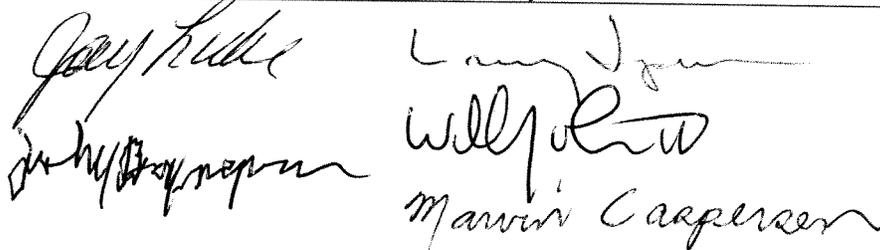
- Adopted by a vote of _____ in favor and _____ against.
- Adopted by majority voice vote.
- Defeated by a vote of _____ in favor and _____ against.
- Defeated by majority voice vote
- Action Deferred by Procedural Action, as follows: _____

SIGNED BY:

William F. Johnson, IV, County Board Chairperson

Attest:

Carole T. Wondra, County Clerk



C

1 Resolution No. 31 -14
 2 Resolution to Authorize Space in Former County Library Building to Unity School District for
 3 Alternative Diploma Program

4 TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF
 5 POLK:

6 Ladies and Gentlemen:

7 WHEREAS, pursuant to Policy No. 916, *Management of County Owned Non-Tax Forfeiture Real*
 8 *Estate*, Polk County maintains an inventory of the County property that categorizes properties
 9 appropriate for lease to outside agencies; and

10 WHEREAS, the former Polk County library building, located at 400 Polk County Plaza, Balsam
 11 Lake, Wisconsin, has space available suitable for lease to outside agencies; and

12 WHEREAS, the Unity School District maintains an Alternative Diploma Program and is in the need
 13 of facilities for the operation of such program; and

14 WHEREAS, consistent with Policy No. 916, the County Administrator and the Conservation,
 15 Development, Recreation and Education Committee, have recommended that the former Polk County
 16 library area be leased to the Unity School District on a collaborative basis; and

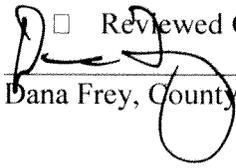
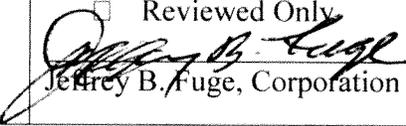
17 WHEREAS, Polk County has use of the Unity School Computer Lab for county staff training and the
 18 Unity Auditorium for large meeting settings; and

19 WHEREAS, notwithstanding the provisions of Policy 916, the Polk County Board of Supervisors
 20 may, pursuant to Section 59.52(6)(c), Wis. Stats., authorize the lease of county properties to school
 21 districts within the county on terms that the Board determines in its discretion to be in the best
 22 interest of the County.

23 NOW, THEREFORE, BE IT RESOLVED that, pursuant to Section 59.52(6)(c), the Polk County
 24 Board of Supervisors, authorizes the issuance of a space lease of the former Polk County library area
 25 to the Unity School District for the Alternative Diploma Program.

26 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs the Clerk to
 27 execute a lease agreement of one-year in length on those terms and conditions negotiated by the
 28 County Administrator pursuant to and consistent with Policy 916 and, pursuant to Section
 29 59.52(6)(c), Wis. Stats., which may include as a rental fee any offset determined by the County
 30 Administrator as appropriate relative to county usage of Unity School District facilities.

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Upon Passage
Dated Submitted To County Board	
Submitted By:	

Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel
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Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on Sept 16, 2014, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 31-14: Resolution to Authorize Space in Former County Library Building to Unity School District for Alternative Diploma Program, as follows:

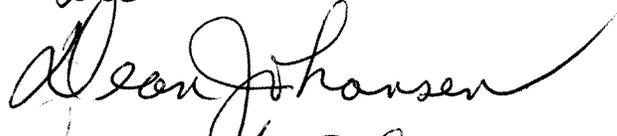
- Adopted by a vote of _____ in favor and _____ against.
- Adopted by majority voice vote.
- Defeated by a vote of _____ in favor and _____ against.
- Defeated by majority voice vote
- Action Deferred by Procedural Action, as follows: _____

SIGNED BY:

William F. Johnson, IV, County Board Chairperson

Attest: _____
Carole T. Wondra, County Clerk


 Craig Mousak

 Dale Wood

 James A. Edgell

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Resolution No. 32 -14
Resolution to Approve and to Pay Dog Claim of Virginia Bergstrom

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF
POLK:

Ladies and Gentlemen:

WHEREAS, Wis. Stat. § 174.11 authorizes the County to adjudicate and pay claims for damages by
dogs to domestic animals; and

WHEREAS, the Polk County Clerk has received statutory documentation on the claim for damages
by dogs to domestic animals filed by the investigating committee of the Town of Laketown upon the
Affidavit of Owner, Virginia Bergstrom; and

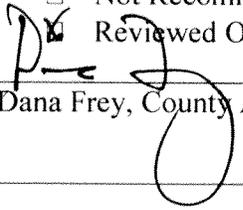
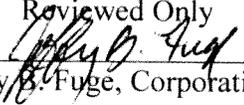
WHEREAS, the Conservation, Development, Recreation and Education Committee has made
recommendation to the Polk County Board of Supervisors on the disposition of said claim pursuant
to Wis. Stat. § 74.11(1); and

WHEREAS, the Conservation, Development, Recreation and Education Committee has reviewed the
submitted documentation, including the findings of the investigative committee with respect to the
fair and reasonable market value of the domestic animal claimed to be damaged and/or killed with
respect to the claim of Virginia Bergstrom and has made its recommendation to the Polk County
Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors approve the
dog claim of Virginia Bergstrom and that said claim shall be paid in the amount of \$450.00; said sum
being determined as the fair and reasonable market value by the investigative committee.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs the County Clerk
to cause payment of such claim in such approved amount from the dog license monies collected in
2014 license year provided that there are sufficient monies in said fund after disbursement of said
dog license monies pursuant to Wis. Stat. § 174.09(2).

Funding Source/ Funding Amount:	2014 Dog Fund/\$450.00
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Upon Passage
Dated Submitted To County Board	
Submitted By:	

Review By County Administrator: <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel
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Acknowledgement of County Board Action

Mark As Appropriate:

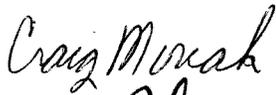
At its regular business meeting on Sept 16, 2014, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 32-14 : Resolution to Approve and to Pay Dog Claim of Virginia Bergstrom , as follows:

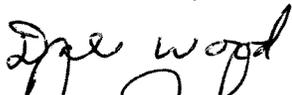
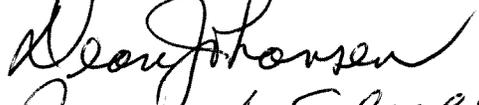
- Adopted by a vote of _____ in favor and _____ against.
- Adopted by majority voice vote.
- Defeated by a vote of _____ in favor and _____ against.
- Defeated by majority voice vote
- Action Deferred by Procedural Action, as follows: _____

SIGNED BY:

William F. Johnson, IV, County Board Chairperson

Attest: _____
Carole T. Wondra, County Clerk





Resolution No. 33-14

Resolution to Designate Polk County Human Services Department as Agency to Administer the Coordinated Service Team Initiative

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

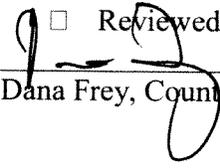
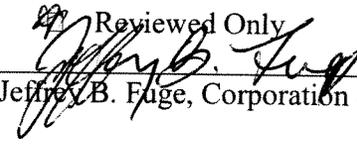
WHEREAS, the Polk County Human Services Department has submitted an application for grant funding to the Wisconsin Department of Health Services for the DMHSAS Coordinated Service Team Grant; and

WHEREAS, the DMHSAS Coordinated Services Team Grant allocates \$62,123.00 per county for the provision of mental health and substance abuse services on a collaborative basis; and

WHEREAS, Wisconsin Statute Section 59.53(7) authorizes the Polk County Board to establish an initiative to provide coordinated services for children and families under Wisconsin Statute Section 46.56; and

WHEREAS, the Wisconsin Department of Health Services has provided notification that the Polk County Human Services has been awarded a grant in the amount of \$62,123, on the condition that the Polk County Board designates an administering agency for the Coordinated Service Team Initiative.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors designates the Polk County Human Services Department as the administering agency for the CST Initiative.

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Upon Passage
Dated Submitted To County Board	August 19, 2014
Submitted By:	
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel

22

John Bonaparte

Marvin Carpenter

Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on Sept 16, 2014, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 33-14: Resolution to Designate Polk County Human Services Department as Agency to Administer the Coordinated Service Team Initiative, as follows:

- Adopted by a vote of _____ in favor and _____ against.
- Adopted by majority voice vote.
- Defeated by a vote of _____ in favor and _____ against.
- Defeated by majority voice vote
- Action Deferred by Procedural Action, as follows: _____

SIGNED BY:

William F. Johnson, IV, County Board Chairperson

Attest: _____
Carole T. Wondra, County Clerk

F

1 Resolution 34-14
2 Resolution to Support Regulation of E-Cigarettes

3 TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF
4 POLK:

5 Ladies and Gentlemen:

6 WHEREAS, medical evidence regarding the safety of Electronic Nicotine Delivery
7 Systems (“ENDS” or “e-cigarettes) and how emitted vapors impact indoor air quality is currently
8 undetermined; and

9 WHEREAS , the majority of e-cigarettes are manufactured outside the United States,
10 and none have been submitted to inspection or oversight by any regulatory body to ensure safety,
11 quality control and full disclosure of ingredients to consumers; and

12 WHEREAS, analysis by the Federal Food and Drug Administration (FDA) of randomly
13 selected samples of the devices revealed the presence of toxic chemicals and known carcinogens
14 to which users could be exposed; and

15 WHEREAS, the FDA, concerned about the potential health risks associated with e-
16 cigarettes, has asserted regulatory authority over the products, sponsoring a 105 day comment
17 period regarding the proposed regulations; and

18 WHEREAS, the proposed FDA regulations would prohibit sale of e-cigarettes to minors,
19 require health warnings on e-cigarettes and prohibit sale of e-cigarettes by vending machine
20 unless the vending machine is located in a facility that never admits youth; and

21 WHEREAS, the FDA has issued a warning to consumers about potential health risks of
22 e-cigarettes; and

23 WHEREAS, e-cigarettes are not proven to be safe for the users or those around the user;
24 and

25 WHEREAS, e-cigarette marketing is directed at making the product attractive to minors;
26 and

27 WHEREAS, the Polk County Board of Supervisors is concerned that e-cigarette use
28 among youth may lead young people to try other tobacco products which are known to cause
29 disease and lead to premature death.

30 THEREFORE BE IT RESOLVED that the Polk County Board of Supervisors supports
31 Federal regulations on e-cigarettes through the FDA to prohibit sales of e-cigarettes to minors
32 and to research the impact of e-cigarettes on users and non-users to determine whether any
33 adverse health effects are associated with the use of e-cigarettes.

34 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors vigorously
35 opposes legislation and any other attempt to exempt the use of e-cigarettes from Wisconsin’s

36 Smoke-free Air Law and supports including e-cigarettes in Wisconsin's Smoke-Free Air Law.

37 BE IT FURTHER RESOLVED that a copy of this resolution be mailed to Governor
38 Walker, Senators Harsdorf and Jauch, Representatives Severson and Smith, and the Wisconsin
39 Counties Association.

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Upon Passage
Dated Submitted To County Board	September 16, 2014
Submitted By:	
<i>Patricia M. Schmidt</i>	<i>Sept. 3, 2014</i>
Review By County Administrator: <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only <i>Dana Frey</i> Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only <i>Jeffrey B. Page</i> Jeffrey B. Page, Corporation Counsel

Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on Sept. 16, 2014, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 34 - 14: Resolution _____ -14: Resolution to Support Regulation of E-Cigarettes, as follows:

- Adopted by a vote of _____ in favor and _____ against.
- Adopted by majority voice vote.
- Defeated by a vote of _____ in favor and _____ against.
- Defeated by majority voice vote
- Action Deferred by Procedural Action, as follows: _____

SIGNED BY:

William F. Johnson, IV, County Board Chairperson

Attest: _____
Carole T. Wondra, County Clerk

G

Polk County Board of Supervisors
Resolution No. 35 -14

1 Resolution to Approve of Dissolution of Northwest Long Term Care District Pursuant to
2 Wis. Stat. § 46.2895(13) Upon Satisfaction of Conditions

3 TO THE HONORABLE MEMBERS OF THE POLK COUNTY BOARD OF SUPERVISORS:

4 Lady and Gentlemen:

5 WHEREAS, Iron County, Ashland County, Bayfield County, Douglas County, Burnett
6 County, Washburn County, Sawyer County, Price County, Rusk County, Barron County and
7 Polk County adopted resolutions creating the Northwest Long Term Care District d/b/a Northern
8 Bridges (“Northern Bridges”) pursuant to Wis. Stat § 46.2895; and

9 WHEREAS, since 2009, Northern Bridges has provided family care services to eligible
10 residents within the 11-county region comprising Northern Bridges commonly known as GSR-7;
11 and

12 WHEREAS, the State Department of Health Services (“DHS”) awarded the contract to
13 provide family care services in GSR-7 to an entity other than Northern Bridges commencing
14 January 1, 2014; and

15 WHEREAS, DHS’s award of the family care contract for GSR-7 to an entity other than
16 Northern Bridges has resulted in Northern Bridges being required to expend significant resources
17 outside the course of Northern Bridges’ ordinary course of business related to payment of claims
18 incurred prior to closure but not reported until after closure, closure of offices, retention of
19 member records (electronic and paper) and adjustment of long-term liabilities; and

20 WHEREAS, given the outstanding planned obligations and liabilities, coupled with the
21 loss of all revenue, Northern Bridges will have insufficient funds to meet its obligations to all
22 existing and potential creditors; and

23 WHEREAS, in an effort to provide for the orderly wind-down of Northern Bridges’
24 affairs and payment of outstanding Northern Bridges’ creditors, in part or in full, Northern
25 Bridges filed a lawsuit, Case No. 2014CV000011 (“Lawsuit”) in Sawyer County Circuit Court
26 (“Court”) requesting, in significant part, that the Court appoint a receiver over Northern Bridges’
27 financial and operational affairs pursuant to Wis. Stats. Chap. 813; and

28 WHEREAS, Northern Bridges has no continuing business operations and undertakes no
29 activities related to the purpose for which it was formed, which was to contract with DHS for the
30 provision of family care services;

31 WHEREAS, once the receiver’s work is done and the Court discharges the receiver, there
32 will be no further reason for Northern Bridges to exist as an entity; and

G1

33 WHEREAS, Wis. Stat. § 46.2895(13) provides that the following process is required in
34 order to dissolve Northern Bridges:

35 Subject to the performance of the contractual obligations of a long-
36 term care district and if first approved by the secretary of the
37 department, the long-term care district may be dissolved by the
38 joint action of the long-term care district board and each county or
39 tribe or band that created the long-term care district and has not
40 withdrawn or been removed from the district under sub. (14). If a
41 long-term care district that is created by one county or tribe or
42 band is dissolved, the property of the district shall be transferred to
43 the county or tribe or band that created it. If a long-term care
44 district is created by more than one county or tribe or band, all of
45 the counties or tribes or bands that created the district and that have
46 not withdrawn or been removed from the district under sub. (14)
47 shall agree on the apportioning of the long-term care district's
48 property before the district may be dissolved. If the long-term care
49 district operates a care management organization under s. 46.284,
50 disposition of any remaining funds in the risk reserve under s.
51 46.284 (5) (e) shall be made under the terms of the district's
52 contract with the department.

53 WHEREAS, upon termination of the Litigation, Northern Bridges will have performed
54 all obligations required of the contract between DHS and Northern Bridges related to the
55 provision of family care services; and

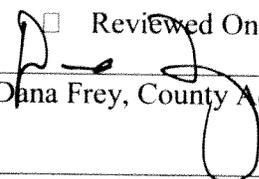
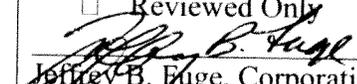
56 WHEREAS, this Resolution is intended to act as Polk County's official action
57 authorizing the dissolution of Northern Bridges provided that the dissolution does not occur until
58 such time as the Court discharges the receiver and the Court enters final judgment in the
59 Lawsuit; and

60 WHEREAS, on May 22, 2014, the Northern Bridges Board of Directors had authorized
61 dissolution of Northern Bridges by resolution, a copy of which is attached hereto and labeled
62 Exhibit A and incorporated by reference herein; and

63 WHEREAS, Northern Bridges' counsel has prepared the Articles of Dissolution
64 officially dissolving Northern Bridges, a copy of which is attached hereto and labeled Exhibit B;
65 and

66 WHEREAS, the Articles of Dissolution will not be filed until the conditions set forth in
67 this Resolution and the Northern Bridges Board resolution have been satisfied; and

68 WHEREAS, the Secretary of DHS may rely on this Resolution as action on the part of
69 Polk County authorizing dissolution of Northern Bridges consistent with the terms contained in
70 this Resolution.

Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Jeffrey B. Euge, Corporation Counsel
--	--

Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on, the 16th of September, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 35-14: Resolution to Approve of Dissolution of Northwest Long Term Care District Pursuant to Wis. Stat. § 46.2895(13) Upon Satisfaction of Conditions, as follows:

- Adopted by a vote of _____ in favor and _____ against.
- Adopted by majority voice vote.
- Defeated by a vote of _____ in favor and _____ against.
- Defeated by majority voice vote
- Action Deferred by Procedural Action, as follows: _____

SIGNED BY:

William F. Johnson, IV, County Board Chairperson

Attest: _____

Carole T. Wondra, County Clerk

Clerks Certification: I, Carole T. Wondra, County Clerk of the County of Polk, do hereby certify that the above Resolution is a true, correct and complete copy of the Resolution duly and regularly adopted by Polk County Board of Supervisors on the 16th day of September 2014, and that said Resolution is in full force and effect.

Dated this _____ day of September 2014.

SEAL

Carole T. Wondra, County Clerk

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NorthernBridges Resolution No. 2014-1
Board Action Authorizing Dissolution of Northwest Long Term Care District Pursuant to
Wis. Stat. § 46.2895(13) Upon Satisfaction of Conditions

WHEREAS, Northwest Long Term Care District d/b/a NorthernBridges (“NorthernBridges”) is organized as a long-term care district pursuant to Wis. Stat § 46.2895 and, since 2009, has provided family care services to eligible residents within the 11-county region comprising NorthernBridges commonly known as GSR-7; and

WHEREAS, the State Department of Health Services (“DHS”) awarded the contract to provide family care services in GSR-7 to an entity other than NorthernBridges commencing January 1, 2014; and

WHEREAS, DHS’s award of the family care contract for GSR-7 to an entity other than NorthernBridges has resulted in NorthernBridges being required to expend significant resources outside the course of NorthernBridges’ ordinary course of business related to payment of claims incurred prior to closure but not reported until after closure, closure of offices, retention of member records (electronic and paper) and adjustment of long-term liabilities; and

WHEREAS, given the outstanding planned obligations and liabilities, coupled with the loss of all revenue, NorthernBridges will have insufficient funds to meet its obligations to all existing and potential creditors; and

WHEREAS, in an effort to provide for the orderly wind-down of NorthernBridges’ affairs and payment of outstanding NorthernBridges’ creditors, in part or in full, NorthernBridges filed a lawsuit, Case No. 2014CV000011 (“Lawsuit”) in Sawyer County Circuit Court (“Court”) requesting, in significant part, that the Court appoint a receiver over NorthernBridges’ financial and operational affairs pursuant to Wis. Stats. Chap. 813; and

WHEREAS, NorthernBridges has no continuing business operations and undertakes no activities related to the purpose for which it was formed, which was to contract with DHS for the provision of family care services;

WHEREAS, once the receiver’s work is done and the Court discharges the receiver, there will be no further reason for NorthernBridges to exist as an entity; and

WHEREAS, Wis. Stat. § 46.2895(13) provides that the following process is required in order to dissolve NorthernBridges:

Subject to the performance of the contractual obligations of a long-term care district and if first approved by the secretary of the department, the long-term care district may be dissolved by the joint action of the long-term care district board and each county or tribe or band that created the long-term care district and has not withdrawn or been removed from the district under sub. (14). If a long-term care district that is created by one county or tribe or band is dissolved, the property of the district shall be transferred to the county or tribe or band that created it. If a long-term care

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district is created by more than one county or tribe or band, all of the counties or tribes or bands that created the district and that have not withdrawn or been removed from the district under sub. (14) shall agree on the apportioning of the long-term care district's property before the district may be dissolved. If the long-term care district operates a care management organization under s. 46.284, disposition of any remaining funds in the risk reserve under s. 46.284 (5) (e) shall be made under the terms of the district's contract with the department.

WHEREAS, upon termination of the Litigation, NorthernBridges will have performed all obligations required of the contract between DHS and NorthernBridges related to the provision of family care services; and

WHEREAS, this Resolution is intended to act as the NorthernBridges Board's action authorizing the dissolution of NorthernBridges provided that the dissolution does not occur until such time as the Court discharges the receiver and the Court enters final judgment in the Lawsuit; and

WHEREAS, this Resolution is intended to authorize District Counsel to file the attached Articles of Dissolution with DHS upon satisfaction of the conditions precedent to dissolution; and

WHEREAS, it is the further intent of this Resolution to authorize all NorthernBridges officers and District Counsel to take any and all actions necessary to effectuate the intent of this Resolution; and

WHEREAS, the Secretary of DHS and each of the eleven (11) county boards that adopted resolutions forming NorthernBridges may rely on this Resolution as action on the part of the NorthernBridges Board of Directors authorizing dissolution of NorthernBridges consistent with the terms contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHERNBRIDGES BOARD OF DIRECTORS:

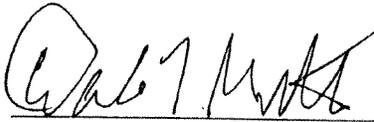
1. The NorthernBridges Board of Directors hereby authorize the dissolution of NorthernBridges pursuant to Wis. Stat. § 46.2895(13) upon the occurrence of the following events: (a) the Court discharges the receiver in the Litigation; (b) the Court enters a final judgment in the Litigation; (c) all eleven (11) county boards that formed NorthernBridges act to approve dissolution of NorthernBridges; and (d) the Secretary of DHS authorizes the dissolution of NorthernBridges; and
2. District Counsel is hereby authorized to file the attached Articles of Dissolution with DHS upon satisfaction of the conditions set forth in Paragraph 1; and
3. All officers of NorthernBridges and NorthernBridges' District Counsel are hereby authorized to take any and all action necessary to effectuate the dissolution of NorthernBridges in accordance with the intent of this Resolution; and

66

4. The county boards of the eleven (11) counties that formed NorthernBridges and the Secretary of DHS are entitled to rely upon this Resolution as official action on the part of the NorthernBridges Board of Directors authorizing the dissolution of NorthernBridges consistent with the terms contained herein. Upon satisfaction of the terms and conditions set forth in Paragraph 1, no further action on the part of the NorthernBridges Board of Directors shall be necessary in order to authorize the dissolution of NorthernBridges; and
5. To the extent any assets of NorthernBridges remain following dissolution, such assets shall be returned pro-rata to the eleven (11) counties that formed NorthernBridges.

I HEREBY CERTIFY that the foregoing Resolution is a true, correct and complete copy of the Resolution duly and regularly adopted by the above governing body on May 22, 2014, and that said Resolution is in full force and effect.

IN WITNESS WHEREOF, I have hereto set my hand in Sawyer County, Wisconsin on this the 22nd day of May, 2014.



Dale Schlecter, NorthernBridges Board Vice-Chair

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7. There is no further property of NorthernBridges that requires disposition.

8. A copy of these Articles of Dissolution shall be filed with the Secretary of the Department of Health Services, the Secretary of the Department of Revenue, the Secretary of the Department of Administration and the clerks of Iron County, Ashland County, Bayfield County, Douglas County, Burnett County, Washburn County, Sawyer County, Price County, Rusk County, Barron County and Polk County.

Based upon the foregoing, the undersigned counsel for NorthernBridges executes these Articles of Dissolution for purposes of acknowledging the formal dissolution of NorthernBridges as a long term care district under Wis. Stat. § 46.2895.

Dated this _____ day of _____, 20_____.

Andrew T. Phillips
PHILLIPS BOROWSKI, S.C.
10140 N. Port Washington Road
Mequon, WI 53092
(262) 241-7788

Attorneys for NorthernBridges.

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**ARTICLES OF DISSOLUTION
NORTHWEST LONG TERM CARE DISTRICT
(WIS. STAT. § 46.2895)**

1. Northwest Long Term Care District d/b/a NorthernBridges ("NorthernBridges") is organized as a long-term care district pursuant to Wis. Stat § 46.2895. The eleven (11) counties that formed NorthernBridges by resolution are: Iron County, Ashland County, Bayfield County, Douglas County, Burnett County, Washburn County, Sawyer County, Price County, Rusk County, Barron County and Polk County.

2. Wis. Stat. § 46.2895(13) provides that the following process is required in order to dissolve NorthernBridges:

Subject to the performance of the contractual obligations of a long-term care district and if first approved by the secretary of the department, the long-term care district may be dissolved by the joint action of the long-term care district board and each county or tribe or band that created the long-term care district and has not withdrawn or been removed from the district under sub. (14). If a long-term care district that is created by one county or tribe or band is dissolved, the property of the district shall be transferred to the county or tribe or band that created it. If a long-term care district is created by more than one county or tribe or band, all of the counties or tribes or bands that created the district and that have not withdrawn or been removed from the district under sub. (14) shall agree on the apportioning of the long-term care district's property before the district may be dissolved. If the long-term care district operates a care management organization under s. 46.284, disposition of any remaining funds in the risk reserve under s. 46.284 (5) (e) shall be made under the terms of the district's contract with the department.

3. The NorthernBridges Board of Directors authorized dissolution of NorthernBridges by resolution on _____, 2014. A true and correct copy of the resolution authorizing dissolution is attached hereto and labeled Exhibit A.

4. Iron County, Ashland County, Bayfield County, Douglas County, Burnett County, Washburn County, Sawyer County, Price County, Rusk County, Barron County and Polk County have authorized dissolution of NorthernBridges by resolution. True and correct copies of the resolutions authorizing dissolution, which note the dates that each county authorized dissolution, are attached hereto and collectively labeled Exhibit B.

5. The Secretary of the Wisconsin Department of Health Services has authorized dissolution of NorthernBridges.

6. All contractual obligations of NorthernBridges have been performed.

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PB phillipsborowski, s.c.
...relationship focused

RECEIVED
JUN 19 2014
POLK COUNTY
CORPORATION COUNSEL

June 13, 2014

Polk County
William F. Johnson IV, Board Chair
311 Polk Ave N
Frederic, WI 54837
william.johnson@co.polk.wi.us

Dana Frey, County Administrator
100 Polk County Plaza, Ste 220
Balsam Lake, WI 54810
dana.frey@co.polk.wi.us

Carole Wondra, County Clerk
100 Polk County Plaza, Ste 110
Balsam Lake, WI 54810
carole.wondra@co.polk.wi.us

Jeff Fuge, Corporation Counsel
1005 W Main St, Ste 100
Balsam Lake, WI 54810

Re: NorthernBridges' Dissolution

Dear County Officials:

We are the attorneys for NorthernBridges and write to you regarding NorthernBridges' dissolution as a long term care district. As you recall, NorthernBridges was created by resolution of eleven (11) counties, including you, to provide the family care benefit to eligible residents in Iron County, Ashland County, Bayfield County, Douglas County, Burnett County, Washburn County, Sawyer County, Price County, Rusk County, Barron County and Polk County. By now, you are aware that NorthernBridges is no longer the family care provider for the region. As a result, there is no reason for NorthernBridges to continue in existence as a long term care district. Please find enclosed a memorandum explaining the statutory dissolution process mandated by Wis. Stat. § 46.2895. Please also find enclosed a template resolution that we have prepared for your consideration that authorizes the dissolution.

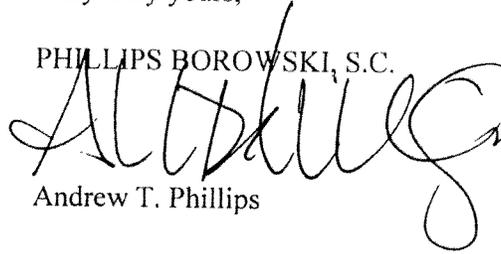


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If you have any questions surrounding the dissolution process, please do not hesitate to contact us. On behalf of NorthernBridges, we thank you for your cooperation in this process and, as well, for your historical support of NorthernBridges and its mission.

Very truly yours,

PHILLIPS BOROWSKI, S.C.

A handwritten signature in black ink, appearing to read "Andrew T. Phillips", written over the typed name.

Andrew T. Phillips

ATP/slf

Enclosures

cc. Sue Reinardy (w/enc.)
Michael Polsky (w/enc.)

Resolution No. 23-14

Resolution to Authorize Amendment to Wisconsin Department of Health Services to Polk County Consolidated Contract to Provide for Wisconsin Hospital Emergency Preparedness Program Services

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, pursuant to Resolution No. 44-13, the Polk County Board of Supervisors authorized and approved the Polk County Health Department to enter into a consolidated contract with the Wisconsin Department of Health Services for the period of January 1, 2014 to December 31, 2014;

WHEREAS, the Wisconsin Department of Health Services has unilaterally modified said consolidated contract to add the Wisconsin Hospital Emergency Preparedness Program; and to revise the consolidated contract period for the provision of such program services to July 1, 2014 to June 30, 2015; and to extend additional state moneys to Polk County for the provision of services related to the Wisconsin Hospital Emergency Preparedness Program.

WHEREAS, pursuant to Polk County Policy 880, Budget Preparation and Execution, in the event that grant funds become available at a time when inclusion in the regular budget process is impractical, the County Administrator must approve the application for any grant with notification to the appropriate county standing committee; and

WHEREAS, where the expenditure of grant funds would exceed the amount approved by the County Board in the budget process, the Polk County Board of Supervisors may amend such authorized appropriations as provided by Wisconsin Statute Section 65.90(5)(a); and

WHEREAS, the Polk County Health Department has incurred expenses for the provision of services related to the Wisconsin Hospital Emergency Preparedness Program, and

WHEREAS, the Wisconsin Hospital Emergency Preparedness Program provides financial and technical assistance to hospitals and other facilities throughout the state to enhance healthcare preparedness for public health emergencies; and

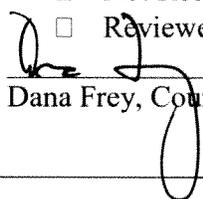
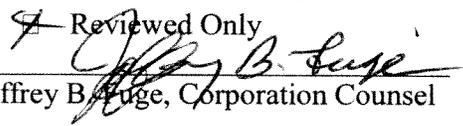
NOW, THEREFORE, BE IT RESOLVED that pursuant to Wisconsin Statute Section 65.90(5), the Polk County Board of Supervisors does amend the operating and capital budget for the calendar year 2014 as follows:

1. The Polk County Board of Supervisors does hereby authorize and adopt the amendment to the 2014 Health Department Consolidated Contract agreement for purposes of the grant year of July 1, 2014 through June 30, 2015.

2. The Polk County Board of Supervisors does hereby authorize and appropriate additional revenues and expenditures for the Polk County Health Department in the amount of \$102,481.00 for the provision of professional services necessarily incurred for the provision of professional services for the purpose of providing requisite tasks as fiscal agent under the program for Region 1.

37 3. The Polk County Board of Supervisors authorizes and directs the Polk County Health
 38 Director to complete and administer the consolidated contract, as amended and to extend service
 39 contracts necessary to carry-out the responsibilities of the County in the Wisconsin Hospital
 40 Emergency Preparedness Program.

41 BE IT FURTHER RESOLVED that the Polk County Clerk is directed to cause to be published
 42 notification of this amendment in a timely fashion consistent with Wisconsin Statute Section
 43 65.90(5)(a).

Funding Source/ Funding Amount:	Grant Award: \$122,145
Date Reviewed as to Appropriations:	
Committee Recommendation as To Appropriation:	
Effective Date:	Upon Passage
Dated Submitted To County Board	August 19, 2014
Submitted By: <i>Patricia M. Schmidt</i>	
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended WITH AMENDMENTS <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel

Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on Aug, 19, 2014, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 23-14: Resolution to Authorize Wisconsin Hospital Emergency Preparedness Program Grant and Professional Service Contract, as follows:

- Adopted by a vote of two thirds of the entire membership _____ in favor and _____ against.
- Defeated by a vote of _____ in favor and _____ against.
- Action Deferred by Procedural Action, as follows: _____

SIGNED BY:

 William F. Johnson, IV, County Board Chairperson

Attest: _____
 Carole T. Wondra, County Clerk

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DHS Copy

Agency Copy

Grant Agreement#
(if applicable)

GRANT AGREEMENT WITH PREPAYMENTS
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
and
Grantee
for the
Division of Public Health Consolidated Contracts

1. **PURPOSE**

This Grant Agreement (Agreement) and Attachments describe the terms and conditions under which the parties will conduct activities and provide services meeting the needs of clients.

2. **PARTIES**

A. The State of Wisconsin Department of Health Services (the "GRANTOR") is the state agency responsible for overseeing the coordination and integration of social service programs. The GRANTOR's principal business address is 1 West Wilson Street, Room 250, Madison, Wisconsin 53703.

B. The GRANTEE is engaged in the business of providing care and services desired by the GRANTOR. The GRANTEE's name and principal business address is identified on the contract addenda.

3. **AUTHORITY**

Wis. Stat. § 46.036 authorizes the GRANTOR to award grants for needed services.

4. **TERM OF AGREEMENT**

This Agreement is entered into for the period January 1, 2014 through December 31, 2014.

5. **SERVICES**

A. The GRANTEE agrees to provide services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period. If applicable, see Section 34, "Special Provisions," for details.

B. A detailed description of the GRANTEE objectives and the documentation associated with those objectives is listed in the Attachments.

6. **COST OF SERVICES**

A. The GRANTOR agrees to pay the GRANTEE according to the terms and conditions of this Agreement an amount not to exceed the allocation located on the 2014 Consolidated Contracts Funding Grid (<http://www.dhs.wisconsin.gov/Health/GAC/GAC2014/index.htm>). This amount is contingent upon receipt of sufficient funds by the GRANTOR.

Grant Agreement with Prepayments

Page 2 of 17

- B. The GRANTOR will not make payments for costs in excess of the Grant Agreement amounts or for costs incurred outside the Grant period. Further, the GRANTOR will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.
- C. If required, a detailed budget breakdown and explanation is included in an Attachment, which is attached to and incorporated in this Agreement by reference.
- D. If applicable, add funding control language: Funding for this contract may be subject to funding controls as described in the Contract Addendum.

7. CONTACT INFORMATION

- A. The contact information for the GRANTOR's Contract Administrator is located on the Consolidated Contracts Grid (<http://www.dhs.wisconsin.gov/Health/GAC/GAC2014/index.htm>).

If the primary Contract Administrator is unable to administer this Agreement, the GRANTOR will contact the GRANTEE and designate a new Contract Administrator.

- B. The contact information for GRANTEE's Contract Administrator is located on the contract addenda.

If the primary Contract Administrator is unable to administer this Agreement, the GRANTEE will contact the GRANTOR and designate a new Contract Administrator.

8. PAYMENT FOR SERVICES

- A. GRANTOR will assign a profile number to the GRANTEE.
- B. The GRANTOR, following execution of this Agreement, but not prior to the 1st day of the grant period, may pay to the GRANTEE one (1) month's estimated operating costs of the Agreement amount for each of the 1st three (3) months of this Agreement. If such prepayments are made, the prepayments shall be recovered from future payments due the GRANTEE under this Agreement.
- C. The GRANTEE shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference. See, Allowable Cost Policy Manual at: <http://www.dhs.wisconsin.gov/grants/administration/allowablecost/acpm.htm>.
- D. The GRANTEE shall submit expenditures on the form required by the Department to the following e-mail: <mailto:DHS600RCARS@dhs.wi.gov>.
- E. Payments to the GRANTEE will be made monthly based on expenditures submitted by the GRANTEE on the form required by the Department.
- F. Expense reports received timely (by the 15th of the month) will be reviewed and processed by the 20th day of the following month.
- G. The GRANTOR will mail legal notices to the GRANTEE at the address in Section 7.B., unless otherwise notified by the GRANTEE.

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Grant Agreement with Prepayments

Page 3 of 17

H. All payments will be made as electronic funds transfer (ETF) which include non-municipalities, non-profits, and UW Departments on the 1st of the month or the 1st banking day following the scheduled payment date, whichever is later. Other state agencies will receive payment by check on the 1st of the month or the first working day after the 1st. CARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following web site and should be reviewed and/or printed each month for each agency type for account reconciliation.
<http://apps.health.wisconsin.gov/cars/GetIndexServlet>.

I. Payments to the GRANTEE, including any prepayments, shall not exceed the total Agreement amount.

J. If the GRANTOR determines, after notice to GRANTEE and opportunity to respond, that payments were made that exceeded allowable costs, the GRANTEE shall refund the amount determined to be in excess within 30 days of invoicing or notification by the GRANTOR. The GRANTOR may, at its sole discretion, effectuate such refund by withholding money from future payments due the GRANTEE at any time during or after the Agreement period. The GRANTOR reserves the right to recover such excess funds by any other appropriate legal means.

9. **REPORTING**

A. The GRANTEE shall comply with the GRANTOR's program reporting requirements as specified in the applicable Attachment of this Agreement.

B. The required reports shall be forwarded to the GRANTOR's Contract Administrator according to the schedule established by the GRANTOR.

10. **FEDERAL AND STATE RULES AND REGULATIONS**

A. The GRANTEE agrees to meet State and Federal laws, rules, regulations, and program policies applicable to this Grant Agreement.

B. The GRANTEE will act solely in its independent capacity and not as an employee of the Department. The GRANTEE shall not be deemed or construed to be an employee of the Department for any purpose.

C. The GRANTEE agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

11. **AFFIRMATIVE ACTION PLAN AND CIVIL RIGHTS COMPLIANCE**

A. Affirmative Action Plan

(1) As required by Wisconsin's Contract Compliance Law under Wis. Stat. § 16.765, every GRANTEE must agree to equal employment and affirmative action policies and practices in its employment programs as follows: In connection with the performance of work under this grant, the GRANTEE agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to,

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the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities. The GRANTEE agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of the nondiscrimination clause.

- (2) The GRANTEE must submit an Affirmative Action Plan to the GRANTOR in accordance with the Contract Compliance Program in the Wisconsin Department of Administration instructions posted on the following website: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>.
- (3) An Affirmative Action Plan is required from a GRANTEE who receives a state Grant over \$50,000 AND who has a workforce of fifty (50) or more employees as of the award date, unless the GRANTEE is exempt by established criteria. The plan is due to the GRANTOR within fifteen (15) working days of the award date of the GRANTEE's Grant. The plan must have been prepared or revised not more than one year prior to the award date of the Grant. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal Grants over \$50,000, must submit Affirmative Action Plans in the same manner as other GRANTEES.
- (4) The GRANTEE must submit its Affirmative Action plan or request for exemption from filing an affirmative action plan in accordance to the Contract Compliance Program within fifteen (15) working days to:

DHS/DES/BSS
AFFIRMATIVE ACTION COODINATOR
1 W WILSON ST RM 655
PO BOX 7850
MADISON WI 53707-7850

or submit a PDF file to DHSStrategicSourcing@wisconsin.gov.

B. Civil Rights Compliance

- (1) For agreements for the provision of services to clients, the GRANTEE must comply with Civil Rights requirements. GRANTEES with an annual work force of less than twenty-five (25) employees, regardless of Grant amount, and GRANTEES with Grants of less than \$50,000 are not required to complete and maintain on file a Civil Rights Compliance Plan that covers the length of the Grant or the most recent published Civil Rights Compliance Requirements for the DHS. However, they must submit a Civil Rights Compliance Letter of Assurance to the Office of Affirmative Action and Civil Rights Compliance. GRANTEES with an annual work force of twenty-five (25) employees and Grant agreements of \$50,000 or more shall complete and keep on file a Civil Rights Compliance Plan compliant with the most recent DHS Civil Rights Compliance Requirements publication. All GRANTEES must submit a Civil Rights Compliance Letter of Assurance to the Office of Affirmative Action and Civil Rights Compliance and complete their Civil Rights Compliance Plan within fifteen (15) working days of the award date of the agreement or Grant. The most recent published Civil Rights Compliance Requirements are outline on the following website: <http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.

46

- (2) Civil Rights Compliance Letters of Assurances should be sent to:

DHS
OFFICE OF AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE
1 W WILSON ST RM 656
PO BOX 7850
MADISON WI 53707-7850

Telephone: (608) 266-9372 (Voice)
1-888-701-1251 (TTY)

FAX: (608) 267-2147 (Fax)

Email: David.Duran@wi.gov

- (3) The GRANTEE agrees that it will comply with all Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Health Service Act; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; the Omnibus Reconciliation Act of 1981; the American with Disabilities Act (ADA) of 1990; the Wisconsin Fair Employment Act and applicable amendments; and other Federal Civil Rights laws listed in the Civil Rights Compliance Plan.
- (4) No qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age (USDA-FNS program funding protects political belief or political affiliation when Food Stamp Act funding is received). This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the GRANTEE are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
- (5) No qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. Unless otherwise exempted under Executive Order 11246, as amended, and Section 503 of the Rehabilitation of 1973, or if the GRANTEE is considered to be a Federal GRANTOR, the GRANTEE assures that it will comply with these requirements. All employees of the GRANTEE are expected to support goals and programmatic activities relating to non-discrimination in employment.
- (6) The GRANTEE shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator when the GRANTEE is engaged in the provision of service delivery. The discrimination complaint process must be posted in conspicuous places available to applicants and recipients of services, and applicants for employment and employees. The complaint process will be according to the GRANTOR'S standards and the GRANTEE shall post the complaint process notice translated into the major primary languages of the Limited English Proficient participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The GRANTEE shall not request interpretation services from family members, friends and minors.

H 7

However, the participant may request a family member or friend to serve as interpreter. Under no circumstance will a minor be allowed to serve as interpreter.

- (7) The GRANTEE agrees to comply with the GRANTOR'S guidelines for ensuring Access and Equal Opportunity in Service Delivery and Employment by Recipients of Federal and State Funded Programs, Services and Activities issued by the State of Wisconsin, Department of Health Services, Department of Children and Families and Department of Workforce Development; which can be found on the following website:
<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.
- (8) Requirements herein stated apply to any sub-grants or grants. The GRANTEE has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where the GRANTOR has a direct Grant with another GRANTEE'S subcontractor, the GRANTOR will assume direct responsibility for monitoring and assuring compliance of the mutual subcontractors.
- (9) The GRANTOR will monitor the Civil Rights Compliance of the GRANTEE. The GRANTOR may conduct reviews to ensure that the GRANTEE is ensuring compliance by its subcontractors according to guidelines in the State of Wisconsin Department of Workforce Development, Department of Children and Families and Department of Health Services most recent Civil Rights Compliance Plan requirements. The GRANTEE agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by GRANTEE, as well as interviews with staff, clients, and applicants for services, subcontractors, GRANTEES, and referral agencies. The reviews will be conducted according to Department procedures. The GRANTOR will also conduct reviews to address immediate concerns of complainants.
- (10) Where the GRANTOR has a direct Grant with another GRANTEE's subcontractor, the GRANTEE need not monitor the subcontractor's compliance with the Civil Rights Compliance Plan.
- (11) The GRANTEE agrees to cooperate with the GRANTOR in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

C. The GRANTEE agrees to all of the following:

- (1) Hire staff with special translation or sign language skills, or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client.
- (2) Provide reasonable accommodations or language assistance to the client during the application process, in the receipt of services, and in the processing of complaints or appeals.
- (3) Train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics.

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- (4) Make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired.
- (5) Post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

12. **PRIVACY AND CONFIDENTIAL INFORMATION**

A. Definitions used in this section:

- (1) "Confidential Information" means all tangible and intangible information and materials accessed or disclosed in connection with this Grant Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; (iii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information designated as confidential in writing by the State.
- (2) "Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (3) "Personally Identifiable Information or PII" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

- B. The GRANTEE shall not use Confidential Information for any purpose other than the limited purposes set forth in this Grant, and all related and necessary actions taken in fulfillment of the obligations thereunder. The GRANTEE shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Grant and who have been apprised of, and agree to maintain, the confidential nature of such information according to the terms of this Grant.

- C. GRANTEE shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.
- D. GRANTEE shall ensure that all identifying marks of confidentiality contained on or included in any item of Confidential Information shall be reproduced by GRANTEE on any reproduction, modification, or translation of such Confidential Information. If requested by the State, GRANTEE shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.
- E. If requested by the Department, GRANTEE shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement.

13. **SUBGRANTS**

- A. The GRANTOR reserves the right of approval of any sub-grants and the GRANTEE shall report information relating to sub-grants to the GRANTOR. A change in a subcontractor or a change from direct service provision to a sub-grant may only be executed with the prior written approval of the GRANTOR. In addition, GRANTOR approval may be required regarding the terms and conditions of a sub-grant, and the subcontractors selected. Approval of a sub-grantee will be withheld if the GRANTOR reasonably believes that the intended sub-grantee will not be a responsible GRANTEE in terms of services provided and costs billed.
- B. The GRANTEE retains responsibility for fulfillment of all terms and conditions of this Grant Agreement when it enters into a sub-grant agreement and will be subject to enforcement of all the terms and conditions of this Grant Agreement.

14. **GENERAL PROVISIONS**

- A. Any payments of monies to the GRANTEE by the GRANTOR for services provided under this Grant Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The GRANTEE shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. The GRANTEE shall not engage the services of any person concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Grant Agreement without the written consent of the employer of such person or persons and of the GRANTOR.
- D. If a state public official (*see*, Wis. Stat. § 19.42), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10% interest is a party to this Grant Agreement; and, if this Grant Agreement involves payment of more than \$3,000 within a 12-month period, this Grant Agreement is void unless appropriate written disclosure is made according to Wis. Stat. § 19.45(6), before

H10

signing the Grant Agreement. Written disclosure, if required, must be made to the State of Wisconsin Government Accountability Board at:

WI GAB
212 E WASHINGTON AVE FL 3
MADISON WI 53703- 4232

Telephone: (608) 266-8005
Fax: (608) 267-0500

- E. If the GRANTEE or any sub-grantee is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Grant Agreement that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Wis. Stat., Chs. 180 and 181, relating to foreign corporations.
- F. The GRANTEE agrees that funds provided under this Grant Agreement shall be used to supplement or expand the GRANTEE'S efforts, not to replace or allow for the release of available local (GRANTEE) funds for alternative uses.

15. **ACCOUNTING REQUIREMENTS**

- A. The GRANTEE'S accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by the GRANTOR as contained in Section 9 of this Agreement, and support expenditure reports submitted to the GRANTOR.
- B. The GRANTEE shall reconcile costs reported to the GRANTOR for reimbursement or as match to expenses recorded in the GRANTEE'S accounting or simplified bookkeeping system on an ongoing and periodic basis. The GRANTEE agrees to complete and document reconciliation at least quarterly, and to provide a copy to the GRANTOR upon request. The GRANTEE shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Grant Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual.

16. **CHANGES IN ACCOUNTING PERIOD**

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

H11

17. **PROPERTY MANAGEMENT REQUIREMENTS**

- A. Property insurance coverage will be provided by the GRANTEE for fire and extended coverage of any equipment funded under this Grant Agreement, which the GRANTOR retains ownership of, and which is in the care, custody, and control of the GRANTEE.
- B. The GRANTOR shall have all ownership rights in any computer hardware funded under this Grant Agreement or supplied by the GRANTOR and in any software or modifications thereof and associated documentation designed, developed, or installed as a result of this Grant Agreement. The GRANTEE is responsible for keeping all of GRANTOR's property reasonably secure from theft, damage or other loss.
- C. The GRANTEE agrees that if any materials are developed under this Grant Agreement, the GRANTOR shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Grant Agreement, shall be promptly and fully reported to the GRANTOR.

18. **AUDITS**

- A. *Requirement to Have an Audit:* Unless waived by the GRANTOR, the GRANTEE shall submit an annual audit to the GRANTOR if the total amount of annual funding provided by the GRANTOR (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$25,000 or more. In determining the amount of annual funding provided by the GRANTOR, the GRANTEE shall consider both: (a) funds provided through direct Grants with the GRANTOR; and (b) funds from the GRANTOR passed through another agency which has one or more Grants with the GRANTEE.
- B. *Audit Requirements:* The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, Wis. Stat. § 46.036, *Government Auditing Standards*, issued by the U.S. Government Accountability Office; and the Department of Health Services Audit Guide (www.ssag.state.wi.us). The audit shall also comply with the requirements in OMB Circular A-133, titled: "Audits of States, Local Governments, and Non-Profit Organizations," if the agency meets the criteria for needing a federal single audit.
- C. *Reporting Package:* The Auditor shall send to the GRANTOR a reporting package which includes all of the following:
 - (1) Financial statements and other audit schedules and reports required for the type of audit applicable to the GRANTEE.
 - (2) The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
 - (3) Management responses/corrective action plan for each audit issue identified in the audit.

- D. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the grantee/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- E. *Access to Auditor's Work Papers:* When contracting with an audit firm, the GRANTEE shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
- F. *Access to GRANTEE Records:* The GRANTEE shall permit appropriate representatives of the Department or GRANTOR, or both, to have access to the GRANTEE'S records and financial statements as necessary to review GRANTEE's compliance with the Federal and State requirements for the use of the funding.
- G. *Failure to Comply with the Audit Requirements:* If the GRANTEE fails to have an appropriate audit performed or fails to provide a complete audit report to the GRANTOR within the specified timeframes, the GRANTOR may do any of the following:
- (1) Conduct an audit or arrange for an independent audit of the GRANTEE and charge the cost of completing the audit to the GRANTEE;
 - (2) Charge the GRANTEE for all loss of Federal or State aid or for penalties assessed to the GRANTOR because the GRANTEE did not submit a complete audit report within the required timeframe; and/or
 - (3) Disallow the cost of audits that do not meet these standards.
- H. *Closeout Audits:*
- (1) A specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the GRANTEE ceases operations, or when the GRANTEE changes its accounting period (fiscal year). The purpose of the audit is to close out the short accounting period. The required closeout audit may be waived by the GRANTOR upon written request from the GRANTEE, except when the Agreement is terminated for cause. The required closeout audit may not be waived when an Agreement is terminated for cause.
 - (2) The GRANTEE shall ensure that its auditor contacts the GRANTOR prior to beginning the audit. The GRANTOR, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the GRANTEE and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the GRANTOR, is the responsibility of the GRANTEE.
 - (3) The GRANTOR may require a closeout audit that meets the audit requirements specified in paragraph B., above. In addition, the GRANTOR may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 Compliance

Supplement and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.

- (4) All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

19. **OTHER ASSURANCES**

- A. The GRANTEE shall notify the GRANTOR in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Worker's Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the GRANTEE, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- B. The GRANTEE shall notify the GRANTOR, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of Five Hundred Dollars (\$500), or when total past due liabilities to any one or more vendors exceed One Thousand Dollars (\$1000), related to the operation of this Grant Agreement for which the GRANTOR has reimbursed or will reimburse the GRANTEE. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the GRANTEE to resolve the dispute.
- C. The GRANTOR may require written assurance at the time of entering into this Agreement that the GRANTEE has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the GRANTOR up to \$500,000.

20. **RECORDS**

- A. The GRANTEE shall maintain both written and electronic records as required by State and Federal law and as required by program policies. Records shall be maintained using accepted filing practices to allow for ready access.
- B. The GRANTEE and its subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of the GRANTOR'S records that the GRANTEE accesses to provide services under this Grant Agreement.
- C. The GRANTEE shall maintain and retain such records and financial statements for six (6) years from the closeout of the Grant in accordance with DHS retention period for Grant Management Records. In addition, records for periods which are under audit or subject to dispute or litigation **MUST BE RETAINED** until the audit/dispute/litigation, and any associated appeal periods have ended.

H14

Grant Agreement with Prepayments

Page 13 of 17

- D. The use or disclosure by any individual, of any information, for any purpose not connected with the administration of the GRANTEE'S or the GRANTOR'S responsibilities under this Grant, is prohibited, except with the INFORMED, written consent of the eligible individual or the individual's legal guardian.
- E. The GRANTEE, upon the GRANTOR'S request, will transfer records under this Grant Agreement at no cost to the GRANTOR. The GRANTEE shall index and organize records to be transferred in the manner directed by the GRANTOR.

21. **AGREEMENT REVISIONS AND/OR TERMINATION**

- A. The GRANTEE agrees to re-negotiate with the GRANTOR the terms and conditions of this Grant Agreement or any part thereof in such circumstances as:
 - (1) Increased or decreased volume of services;
 - (2) Changes required by State and Federal law or regulations, or court action; or,
 - (3) Increase or reduction in the monies available affecting the substance of this Grant Agreement.
- B. Failure to agree to a re-negotiated Grant Agreement under these circumstances is cause for the GRANTOR to terminate this Grant Agreement.
- C. This Grant Agreement may be terminated for any reason by a 30-day written notice by either party.
- D. This Grant Agreement may be revised by mutual agreement. The revision will be effective only when the GRANTOR and GRANTEE attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties unless the revision is to add funds.
- E. The GRANTEE shall notify the GRANTOR whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the GRANTOR shall determine whether such inability may require revision or termination of this Agreement.
- F. If the GRANTOR terminates this Agreement before the expiration date for reason other than non-performance by the GRANTEE, then funds due to the GRANTEE for performance by the GRANTEE before termination shall remain due and owing and be promptly paid by GRANTOR to GRANTEE. Actual financial losses incurred by the GRANTOR due to the failure of GRANTEE to comply with this Agreement may be deducted by GRANTOR.
- G. The GRANTOR reserves the right to reduce the total amount of the Grant due to substantial under spending by the GRANTEE. All such Grant Agreement reductions will become effective upon thirty (30) days written notice to the GRANTEE and shall not relieve the GRANTEE of any programmatic requirements.

22. **NON-COMPLIANCE AND REMEDIAL MEASURES**

- A. Failure to comply with any part of this Grant Agreement may be considered cause for revision, suspension or termination of this Grant Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the GRANTEE under this Grant Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Grant

H 15

Grant Agreement with Prepayments

Page 14 of 17

Agreement and any other measure that suspends the GRANTEE'S participation in the Grant Agreement if the GRANTOR determines it is necessary to protect the interests of the state.

- B. The GRANTEE shall provide written notice to the GRANTOR of all instances of non-compliance with the terms of this Agreement by the GRANTEE or any of its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the GRANTEE became aware of the non-compliance. The written notice shall include information on the reason for and effect of the non-compliance. The GRANTEE shall provide the GRANTOR with a plan to correct the non-compliance.
- C. If GRANTOR determines that non-compliance with this Agreement has occurred, or continues to occur, it shall demand immediate correction of continuing non-compliance and seek remedial measures it deems necessary to protect the interests of the State up to an including termination of the Agreement or the imposing of additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
- D. If audits are not submitted when due, the GRANTOR may take action as provided in the Auditing Requirements section of this Agreement.
- E. If required statistical data, reports and other required information, other than audits, are not submitted when due, the GRANTOR may withhold all payments that otherwise would be paid the GRANTEE under this Grant Agreement until such time as the reports and information are submitted.

23. **DISPUTE RESOLUTION**

If any dispute arises between the GRANTOR and GRANTEE under this Agreement, including the GRANTOR'S finding of non-compliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review:* The GRANTOR'S and GRANTEE'S Contract Administrators will attempt to resolve the dispute. If a dispute is not resolved at this Step, then a written statement to this effect must be signed and dated by both Contract Administrators. The written statement must include all of the following:
 - (1) A brief statement of the issue;
 - (2) The steps that have been taken to resolve the dispute; and
 - (3) Any suggested resolution by either party.
- B. *Division Administrator's Review:* If the dispute cannot be resolved by the Contract Administrators, the GRANTEE may request a review by the Administrator of the Division in which the GRANTOR'S Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department. A request under this Step must be received by the Division Administrator (or Deputy Secretary) within 14 days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. *Secretary's Review:* If the dispute is unresolved at Step B, the GRANTEE may request a Final Review by the Secretary of the Department. A request under this Step must be received by the

H 16

Grant Agreement with Prepayments

Page 15 of 17

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

24. **FINAL REPORT DATE**

- A. The due date of the final fiscal report shall be ninety (90) days after the Grant Agreement period ending date.
- B. Expenses incurred during the Grant Agreement period but reported later than ninety (90) days after the period ending date will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

25. **INDEMNITY**

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

26. **SURETY BOND**

The GRANTOR may require the GRANTEE to have a surety bond. The surety bond shall be in force for the period of the Grant Agreement and shall be a reasonable amount to be determined by the GRANTOR. The amount of the bond shall be no less than the amounts of any pre-payments under this Grant Agreement.

27. **CONDITIONS OF THE PARTIES' OBLIGATIONS**

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

28. **DEBARMENT OR SUSPENSION**

The GRANTEE certifies that neither the GRANTEE organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., but not limited to, General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The GRANTEE further certifies that potential sub recipients, contractors, any of their principals are not debarred, suspended or proposed for debarment.

29. **GOVERNING LAW**

This Agreement shall be governed by the laws of the state of Wisconsin.

30. SEVERABILITY

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

31. ASSIGNMENT

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

32. MULTIPLE ORIGINALS

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

33. CAPTIONS

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

34. SPECIAL PROVISIONS, IF APPLICABLE

A. The following Special Provisions are required:

- 1. The Contract Period may vary by Profile ID. Please refer to the Contract Addendum for any Profile-specific Contract Periods that may apply.
- 2. Final Report Dates may be less than 90 days and are subject to change as described in the Contract Addendum.

B. Agency Providing Funding:

C. Funding Percentages: Federal: State: Other:

D. CFDA #:

E. Match Requirements: The following match language applies to grantees receiving funding under Profile IDs 159320 and 159332:

Local MCH/CYSHCN Match

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

Grant Agreement with Prepayments
Page 17 of 17

- Local organizations are required to provide local match in an amount not less than 75% of the requested grant funds. Tribal agencies, federally designated community health centers and migrant health centers are exempt from this requirement.
- Local match is the value of local agency efforts in furthering the objectives of the MCH Program. Such efforts may be in the form of program costs incurred and not borne by the grant, program income, or in-kind contributions. An organization may not claim as match any costs used to match any other federal grant, award, or contract. No federal dollars may be used for match of this grant except Title XIX and Title XX reimbursements received by the organization for services when such are used to further the objectives of the MCH Program.
- An organization may count as match any local expense which meets the qualifications outlined above and which contributes to the project. For example, the local share of staff costs pertinent to the project, and the value of supplies purchased with local funds and used in the project, may be used as match.
- An organization may also use as match any local share which meets the qualifications outlined above and which consists of effort on the organization's part to pursue the objectives of the MCH Program. For example, if an organization receives funds for a child health program, it may count as match not only the local effort which is directly pertinent to the child health program, but local effort devoted to any other relevant maternal and child health activity.

Contractees will comply with year-end program reporting requirements set by the State of Wisconsin MCH/CYSHCN Program including documentation of 75% local match (\$0.75 local contribution for every \$1.00 federal), including program income, and report through the CARS system on the DHS/DES F-80855 Expenditure Report form in the current net expense column using profile 193002. The original DHS/DES F-80855 form goes to CARS with a copy to the State MCH/CYSHCN Contract Administrator/Negotiator.

Reference: Public Health Service (PHS) Grants Policy Statement, U.S. DHHS, 4/1/94

35. This Grant Agreement becomes null and void if the time between the earlier dated signature and the latter dated signature of the GRANTEE and GRANTOR's Authorized Representatives on this Agreement, exceeds sixty (60) days inclusive of the two signature dates.

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H 19



DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
P O BOX 2659
MADISON WI 53701-2659

Scott Walker
Governor

Kitty Rhoades
Secretary

State of Wisconsin

Department of Health Services

608-266-1251
FAX: 608-267-2832
TTY: 888-701-1253
dhs.wisconsin.gov

2014 Contract Signature Pages

This packet contains the following signature pages for your 2014 DPH Consolidated Contract:

- A. DPH BASE CONTRACT SIGNATURE PAGE
- B. CERTIFICATION REGARDING LOBBYING
- C. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Please review the 2014 DPH Base Contract posted online prior to filling out the form areas and completing the signature pages. **Two** signed originals of each of these pages must be returned to the following address:

Matt Marcum
Department of Health Services
1 W. Wilson St. RM 250
Madison, WI 53703

Scanned (e-mail to DHSGACMail@dhs.wisconsin.gov) or faxed (608-267-2832) versions of the signature pages will be accepted as temporary placeholders; however, they will not serve as a permanent substitute. Two original signed hardcopies must be mailed to the address above.

Please send any questions related to the DPH Consolidated Contract signature pages to Matthew.Marcum@dhs.wisconsin.gov.

A. DPH BASE CONTRACT SIGNATURE PAGE

Grant Agreement with Prepayments
Page 18 of 18

SIGNATORIES TO THIS AGREEMENT

Gretchen Sampson

12/3/2013
Date

GRANTEE's Authorized Representative

Name: Gretchen Sampson

Title: Director/Health Officer

Agency Name: Polk County Health Department

Agency DUNS No.

0	4	0	9	5	9	5	1	2
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Sandra L. K. Breitborde

12-6-13
Date

GRANTOR's Authorized Representative

Sandra L. K. Breitborde, MA, MS

Administrator / Deputy Administrator, Division of Public Health

Department of Health Services

B. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Gretchen Sampson
(Signature of Official Authorized to Sign Application)

12/02/2013
(Date)

Gretchen Sampson
(Print Name)

Director/Health Officer
(Title)

Polk County Health Department
Contract
(Agency / Contractor Name)

2014 Consolidated
(Title of Program)

C. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

#23

12.02 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
 - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
 - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d) have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract

Gretchen Sampson
 (Signature of Official Authorized to Sign Application)

12/03/2013
 (Date)

Gretchen Sampson
 (Print Name)

Director/Health Officer
 (Title)

Polk County Health Department
Contract
 (Agency / Contractor Name)

2014 Consolidated
 (Title of Program)

POLK COUNTY BOARD OF SUPERVISORS
Minutes from Tuesday, September 16, 2014
Polk County Government Center – County Board Room
Balsam Lake, WI 54810

Chairman Johnson called the regular September 16, 2014 meeting of the Polk County Board of Supervisors to order at 6:00 p.m.

Chairman Johnson recognized the County Clerk for purposes of receiving evidence of proper notice. The County Clerk stated that the notice of meeting, was properly posted in three public buildings, published in a legal newspaper in accordance with Wisconsin Statute Section 985.02 and posted on the county website the week of September 8, 2014. In addition, the Office of County Clerk distributed on September 4, 2014, copies of such notice of meeting and proposed resolutions to supervisors in accordance with Article 3, Section 2 of the County Board Rules of Order. The County Board received the verbal opinion of Corporation Counsel that the advance written meeting notice, posted and published as described by the clerk satisfied the applicable provisions of Wisconsin Open Meetings Law and the applicable procedural provisions of the Polk County Board Rules of Order.

Chairman Johnson recognized the County Clerk for purposes of taking roll call. Roll call was taken with all 15 members present. Chairman Johnson led the pledge of Allegiance. Supervisor Sample offered a Time of Reflection.

Chairman Johnson called to the floor the approval of the Consent Agenda as published. Motion (Luke/Schmidt) to approve the Consent Agenda as published. Chairman Johnson called for the vote on the motion to approve the Consent Agenda. Motion to approve the Consent Agenda carried, by unanimous voice vote.

Time was given for public comment.
Time was given for Committee Q&A.

Chairman's Report was given by Chairman Johnson. It was announced that due to Veterans Day falling on Tuesday, November 11th, the November County Board meeting will be held on Wednesday, November 12, 2014.

By unanimous consent of the board members, the decision was made to handle the Resolutions before the Administrator's Report.

Chairman Johnson called to the floor, Resolution No. 29-14, Resolution to Authorize Revision to Joint Use Salt Shed Agreement With Town of Alden. Motion (Jepsen/Bonneprise) to approve Resolution 29-14. Administrator Frey addressed the resolution. Motion to approve Resolution 29-14, carried by unanimous voice vote.
Resolution adopted.

September 16, 2014

Chairman Johnson called to the floor, Resolution No. 30-14, Resolution in Support of Legislation to Add Additional Judges. Motion (Nelson/Schmidt) to approve Resolution 30-14. Chairman Johnson recognized Honorable Judge Jeffery L. Anderson to address the resolution. The County board received the address of Judge Anderson. **Motion to approve Resolution 30-14, carried** by unanimous voice vote. Resolution adopted.

Chairman Johnson called to the floor, Resolution No. 31-14, Resolution to Authorize Space in Former County Library Building to Unity School District for Alternative Diploma Program. Motion (O’Connell/Moriak) to approve Resolution 31-14. Administrator Frey addressed the resolution. **Motion to approve Resolution 31-14 carried,** by voice vote. Resolution adopted.

Chairman Johnson called to the floor, Resolution No. 32-14, Resolution to Approve and to Pay Dog Claim of Virginia Bergstrom. Motion (Johansen/Edgell) to approve Resolution 32-14.

Motion (O’Connell/Luke) to amend Resolution 32-14 by adding a final BE IT FURTHER RESOLVED clause as follows:

“BE IT FURTHER RESOLVED that in the event the County pays dollars as allowed herein, the Corporation Counsel shall file and prosecute a civil action for reimbursement as allowed by Statutes.”

Motion to amend Resolution 32-14 as stated, carried, by unanimous voice vote. **Chairman Johnson called for a vote on the Motion to approve Resolution 32-14 as amended. A roll call vote was requested. Motion carried,** by a roll call vote of 13 yes/2 no). Resolution adopted. (Voting no: Supervisors, Schmidt & Johnson).

Chairman Johnson called to the floor, Resolution No. 33-14, Resolution to Designate Polk County Human Services Department as Agency to Administer the Coordinated Service Team Initiative. Motion (Caspersen/Schmidt) to approve Resolution 33-14. Administrator Frey addressed the resolution. **Motion to approve Resolution 33-14 carried,** by unanimous voice vote. Resolution adopted.

Chairman Johnson called to the floor, Resolution No. 34-14, Resolution to Support Regulation of E-Cigarettes. Motion (Schmidt/Demulling) to approve Resolution 34-14. Mary Boe from the Public Health Department addressed the resolution. **Motion to approve Resolution 34-14, carried** by voice vote. Resolution adopted.

September 16, 2014

Chairman Johnson called to the floor, Resolution No. 35-14, Resolution to Approve of Dissolution of Northwest Long Term Care District Pursuant to Wis. Stats 46.2895(13) Upon Satisfaction of Conditions. Motion (Schmidt/Jepsen) to approve Resolution 35-14. Corporation Counsel, Fuge addressed the resolution. **Motion to approve Resolution 35-14, carried** by unanimous voice vote. Resolution adopted.

Chairman Johnson called to the floor, Resolution No. 23-14, Resolution to Authorize Amendment to Wisconsin Department of Health Services to Polk County Consolidated Contract to Provide for Wisconsin Hospital Emergency Preparedness Program Services. Motion (Demulling/Johansen) to approve Resolution 23.-14. Administrator Frey addressed the resolution.

Motion (Sample/Luke) to amend Resolution 23-14 to include 6 amendments as recommended by Health and Human Services Board, as follows:

“1. Following Line 14, insert (As Amended Lines 15-34)

“WHEREAS, the Wisconsin Hospital Emergency Preparedness Program (WHEPP) is a federally grant funded initiative of the Wisconsin Department of Health Services that supports hospital emergency preparedness planning, response and recovery to mass casualty incidents or pandemic events using a design model of “one region” under “one response plan” that provides a united, collaborative and organized response to an incident by strengthening an individual facility’s capacity and readiness in such events; and

WHEREAS, WHEPP Region 1 is composed of thirty-two (32) health care facilities in the counties of Ashland, Barron, Bayfield, Burnett, Chippewa, Douglas, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn; and

WHEREAS, the Polk County Health Department participates in WHEPP Region 1 by partnering with the health care facilities to provide assistance in strategic planning, emergency planning and response; and

WHEREAS, the employees and contract agents of health care facilities that participate in WHEPP Region 1 volunteer time and effort in the development of the state coordinated plan and response and would not present Polk County or the Polk County Health Department with any financial responsibility or risk of loss through usage of an appropriate agreement; and

WHEREAS, under the terms of the contract amendment, the Polk County Health Department would act as a fiscal agent for WHEPP Region 1 and existing county staff of the Polk County Health Department would perform those various duties and responsibilities of fiscal agent to administer WHEPP Region 1 grant funds.”

September 16, 2014

2. Delete Existing Lines 27-31, which read, as follows:

~~WHEREAS, the Polk County Health Department has incurred expenses for the provision of services related to the Wisconsin Hospital Emergency Preparedness Program, and~~

~~WHEREAS, the Wisconsin Hospital Emergency Preparedness Program provides financial and technical assistance to hospitals and other facilities throughout the state to enhance healthcare preparedness for public health emergencies; and~~

3. Revise Existing Lines 32-34 (As Amended, Lines 47-49) to read, as follows:

NOW, THEREFORE, BE IT RESOLVED that pursuant to Wisconsin Statute Section 65.90(5), and notwithstanding Polk County Policy 880, Budget Preparation and Execution, the Polk County Board of Supervisors does amend the operating and capital budget for the calendar year 2014, as follows:

4. Revise Lines 38-42 (As Amended, Lines 54-58) to read as follows:

The Polk County Board of Supervisors does hereby authorize and appropriate additional revenues and expenditures for the Polk County Health Department in the amount of \$102,145.00 for the ~~provision of professional services necessarily incurred for the provision of professional services for~~ purpose of providing requisite tasks as fiscal agent ~~under the program~~ for WHEPP Region 1.

5. Revise Lines 43-46, (As Amended, Lines 59-63) to read, as follows:

3. The Polk County Board of Supervisors authorizes and directs the Polk County Health Director to complete and to administer the consolidated contract, as amended, and to extend service contracts necessary to carry-out the fiscal agent responsibilities of the County in WHEPP Region 1 the Wisconsin Hospital Emergency Preparedness Program. consistent with said contract amendment and the WHEPP Region 1 By-Laws.

6. Insert After Line 46, (As Amended Lines 64-67 as follows:

4. As fiscal agent, the Polk County Health Director shall obtain a waiver and indemnification agreement from all healthcare facilities, their employees and contract agents and retain the same with the Department of Administration and obtain the approval of the County Administrator for any expenditure of grant funds to be paid under this program.”

September 16, 2014

Motion to approve 6 amendments to Resolution 23-14, carried by unanimous voice vote.
Motion to approve Resolution 23-14 as amended carried, by unanimous voice vote.
Resolution adopted.

Chairman Johnson called for a 15 minute recess, 7:15 p.m.
Chairman Johnson declared the meeting back in session, 7:30 p.m.

County Administrator Frey presented the 2015 Operating and Capital Budget Recommendation.
Motion (Schmidt/Demulling) to acknowledge receipt of the 2015 Budget Recommendation.
Motion to acknowledge receipt of the 2015 Budget Recommendation, carried by unanimous voice vote.

Chairman Johnson called for a motion to approve the Administrators appointments of Tom Engel to Renewable Energy Committee; Gail Tessman to Board of Adjustment; and Pamela J. DeShaw to the Health and Human Services Board. Motion (Schmidt/Demulling) to approve said appointments. Motion to approve the appointments carried, by unanimous voice vote.

Supervisors Reports were offered and received.

Motion (Bonneprise/Demulling) to adjourn. Motion carried, by unanimous voice vote.
Chairman Johnson declared meeting adjourned 8:45 p.m.

Respectfully submitted,

Carole T. Wondra
Polk County Clerk

September 16, 2014