

AGENDA  
COMMITTEE OF THE WHOLE MEETING  
CITY OF BERLIN  
TUESDAY, JUNE 2, 2020, 7:00 PM

**DUE TO THE CONTINUED CONCERN SURROUNDING COVID-19, THE CITY OF  
BERLIN IS TEMPORARILY TRANSITIONING THEIR PUBLIC MEETINGS TO A  
TELECONFERENCE FORMAT, VIA ZOOM.**

TO JOIN THE MEETING FROM YOUR COMPUTER, TABLET OR SMARTPHONE (AUDIO/VIDEO):

JOIN ZOOM MEETING:

<https://zoom.us/j/81684961108>

Meeting ID: 816 8496 1108

TO JOIN THE MEETING FROM YOUR PHONE WITH AUDIO ONLY:

1 312 626 6799 US TOLL-FREE

Meeting ID: 816 8496 1108

1. Roll Call.
2. General Public Comments. Registration card required (located at podium in Council Chamber).
3. Approval of Minutes. RECOMMENDATION: Approve the minutes from the May 5, 2020 Committee of the Whole meeting.
4. 2019 Audit Presentation. RECOMMENDATION: Listen to 2019 audit presentation by Hawkins, Ash & Baptie auditor and recommend to Common Council to accept and place the 2019 audit on file.
5. Chamber of Commerce Update. RECOMMENDATION: Listen to presentation.
6. 2020 Fireworks Display. RECOMMENDATION: Discuss and action as appropriate.
7. 2020 Budget Adjustment for 2019-2020 Contract Year Legal Expenses.  
RECOMMENDATION: Review and recommend to Common Council to approve Resolution Authorizing 2020 Budget Adjustment for Legal Expenses Exceeding City Attorney Retainer for Contract Year 2019-2020.
8. 2020 Alcohol Licensing Fees. RECOMMENDATION: Discuss and action as appropriate.
9. Fair Housing Ordinance Update. RECOMMENDATION: Review and if appropriate recommend to Common Council to approve and adopt Ordinance Repealing and Recreating Chapter 34, Article II-Fair Housing, of the Municipal Code of the City of Berlin for the Purpose of Adopting Wis. Stats. §106.50, as Amended Relating to the Equal Rights of All Persons to Fair Housing, and Providing Means for the Implementation and Enforcement

Thereof.

10. Memorandum of Understanding for ADVOCAP Retired and Senior Volunteer Program. RECOMMENDATION: Review and recommend to Common Council to approve the Memorandum of Understanding for ADVOCAP Retired and Senior Volunteer Program and authorize the appropriate signatures.
11. Approval of 2020 Inclusa Agreement. RECOMMENDATION: Recommend to Common Council to approve the Agreement between the City of Berlin Senior Center and Inclusa and authorize the appropriate signatures.
12. Municipal Court Ordinance. RECOMMENDATION: Recommend to Common Council to approve ordinance amending the Code of Ordinances Relating to the Establishment of a Municipal Court.
13. Municipal Court Intergovernmental Agreement. RECOMMENDATION: Approve the Intergovernmental Agreement for North Fond du Lac to Provide Municipal Court Services to the Cities of Fond du Lac and Ripon, Villages of Brandon, Campbellsport, Fairwater, N. Fond du Lac, Oakfield and St. Cloud, the Towns of Empire, Fond du Lac, Oakfield, Osceola, Ripon and Taycheedah in Fond du Lac County, and the Cities of Berlin, Green Lake, Markesan and Princeton in Green Lake County and the City of Berlin in Waushara County to Commence on July 15, 2020.
14. Discussion on Virtual Meetings. RECOMMENDATION: Discuss and action if appropriate.
15. Update on Re-opening of Public Facilities. RECOMMENDATION: Discuss and action if needed. No action required.
16. Adjourn.

*Note: Public participation will be allowed under each agenda item at the discretion of the presiding officer, with the exception of the Consent Agenda. Attendees must register their intention to participate on either a general comments section or a specific agenda item prior to the meeting by e-mailing Mayor Schramer at [berlinmayor@centurytel.net](mailto:berlinmayor@centurytel.net) 24 hours prior to the meeting.*

DATE: June 2, 2020

TO: Common Council

FROM: Jodie Olson

**RE: 2019 Audit**

BACKGROUND: Kevin Behnke, our lead auditor from Hawkins Ash, will present the 2019 audit results to the committee. Kevin will give you a brief presentation of the audit highlights and answer any questions you may have. The audit process went well, and we have again received an unqualified, clean opinion on our books, which is the highest opinion that can be achieved in an audit. Overall, the city finances are stable, general fund balance is in a good position, and all departments did a good job holding down expenses.

Attached is an audit summary prepared by the auditors. If you would like to review the entire detailed audit, please feel free to contact me. If you have specific or detailed questions, please feel free to contact me prior to the meeting. Depending on your questions, I may need to do some research to get you the answer.

RECOMMENDATION: Listen to presentation by Hawkins Ash on 2019 audit and accept and place 2019 audit on file.



# HAWKINS | ASH CPAs

**CITY OF BERLIN, WISCONSIN**  
**SUMMARY FINANCIAL REPORT**  
**WITH INDEPENDENT AUDITORS'**  
**REPORT**

**DECEMBER 31, 2019**

**CITY OF BERLIN, WISCONSIN**  
**SUMMARY FINANCIAL REPORT**  
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**DECEMBER 31, 2019**

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## INDEPENDENT AUDITORS' REPORT

To the City Council  
City of Berlin, Wisconsin

The accompanying summary financial statements of the City of Berlin, Wisconsin, as of and for the years ended December 31, 2019 and 2018, as listed in the table of contents, are derived from the audited financial statements of governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Berlin, Wisconsin, as of and for the years ended December 31, 2019 and 2018, and the related notes, which collectively comprise the City's basic financial statements. We expressed an unmodified audit opinion on those audited financial statements in our reports dated May 6, 2020 and April 30, 2019. The audited financial statements, and the summary financial statements derived therefrom, do not reflect the effects of events, if any, which occurred subsequent to the date of our report on the audited financial statements.

The summary financial statements do not contain all the disclosures required by accounting principles generally accepted in the United States of America. Reading the summary financial statements, therefore, is not a substitute for reading the audited financial statements of the City of Berlin, Wisconsin.

### ***Management's Responsibility for the Summary Financial Statements***

Management is responsible for the preparation of the summary financial statements on the same basis of accounting as the fund financial statements of the audited financial statements.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion about whether the summary financial statements are consistent, in all material respects, with the audited financial statements based on our procedures, which were conducted in accordance with auditing standards generally accepted in the United States of America. The procedures consisted principally of comparing the summary financial statements with the related information in the audited financial statements from which the summary financial statements have been derived, and evaluating whether the summary financial statements are prepared in accordance with the basis described above.

***Opinion***

In our opinion, the summary financial statements of City of Berlin, Wisconsin, as of and for the years ended December 31, 2019 and 2018 referred to above are consistent, in all material respects, with the audited financial statements from which they have been derived, on the basis described above.

HAWKINS ASH CPAS, LLP

*Hawkins Ash CPAs, LLP*

Manitowoc, Wisconsin

May 6, 2020



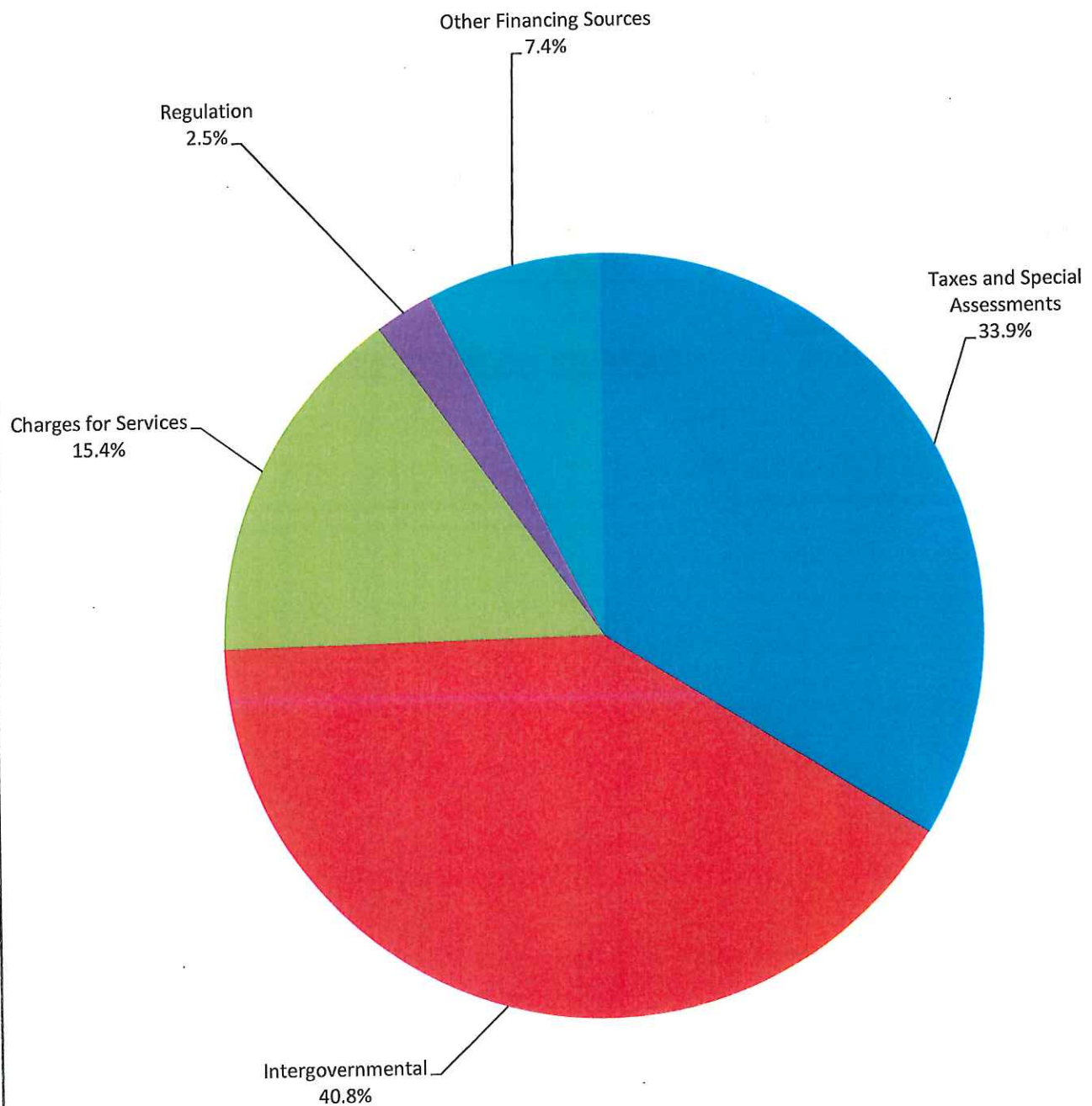
**CITY OF BERLIN, WISCONSIN**  
**COMBINED BALANCE SHEET**  
**DECEMBER 31, 2019**

	DECEMBER 31,	
	2019	2018
<b>ASSETS</b>		
Cash and cash equivalents	\$ 4,415,823	\$ 4,244,703
Investments	10,205,663	10,429,003
Receivables		
Taxes	4,821,959	4,221,044
Accounts and other	820,881	789,005
Special assessments	169,214	174,398
Loan	2,078,338	2,172,649
Due from other funds	418,599	186,151
Due from other governments	136,701	81,567
Inventories	33,448	32,976
Restricted Assets		
Cash and investments	1,376,460	1,440,040
Accrued interest	3,068	10,757
Advances to other funds	1,157,722	1,356,467
Wisconsin Retirement System net pension	-	68,689
Capital assets, less accumulated depreciation	11,365,937	10,884,092
<b>TOTAL ASSETS</b>	<b>37,003,813</b>	<b>36,091,541</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Wisconsin Retirement System pension	379,616	202,507
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>37,383,429</b>	<b>36,294,048</b>
<b>LIABILITIES</b>		
Accounts payable	259,434	190,979
Accrued liabilities		
Payroll	130,857	128,170
Due to other funds	418,599	186,151
Due to other governments	1,410,380	4,120,914
Deposit payable		
Unearned revenue - other	2,099,287	2,184,578
Advances from other funds	1,157,722	1,356,467
Payable from restricted assets	600	-
Accrued revenue bond interest	3,302	3,177
Current portion of long-term debt	210,363	201,992
Noncurrent portion of long-term debt	753,042	717,621
<b>TOTAL LIABILITIES</b>	<b>6,443,586</b>	<b>9,090,049</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Unavailable revenue - tax roll	2,444,027	2,361,856
Unavailable revenue - special assessments	76,804	78,195
Wisconsin Retirement System pension	263,735	209,732
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>2,784,566</b>	<b>2,649,783</b>
<b>EQUITY</b>		
Net position	19,055,348	18,449,972
General fund	3,659,981	3,700,270
Other funds	5,439,948	2,403,974
<b>TOTAL EQUITY</b>	<b>28,155,277</b>	<b>24,554,216</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND EQUITY</b>	<b>\$ 37,383,429</b>	<b>\$ 36,294,048</b>

**CITY OF BERLIN, WISCONSIN**  
**GENERAL FUND REVENUE**  
**YEAR ENDED DECEMBER 31, 2019**

	<u>2019</u>		<u>2018</u>	<u>CHANGE FROM</u>	
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>PRIOR YEAR</u>	
REVENUE					
Taxes	\$ 2,088,030	\$ 2,086,097	\$ 2,118,781	\$ (32,684)	-2%
Special assessments	-	-	1,523	(1,523)	-100%
Intergovernmental					
Federal, state and local government	2,525,870	2,511,181	2,537,962	(26,781)	-1%
Regulation					
Licenses and permits	102,517	91,243	84,290	6,953	8%
Fines, forfeits, and penalties	50,050	63,537	66,132	(2,595)	-4%
Charges for services					
Public charges for services	693,800	635,914	616,143	19,771	3%
Intergovernmental charges for services	310,625	310,085	265,168	44,917	17%
Miscellaneous	227,400	265,006	362,190	(97,184)	-27%
Other Financing Sources					
Operating transfers in	190,000	191,396	179,979	11,417	6%
Sale of capital assets	-	-	275	(275)	-100%
<b>TOTAL REVENUE AND</b>					
<b>  OTHER FINANCING SOURCES</b>	<u>\$ 6,188,292</u>	<u>\$ 6,154,459</u>	<u>\$ 6,232,443</u>	<u>\$ (77,984)</u>	<u>-1%</u>

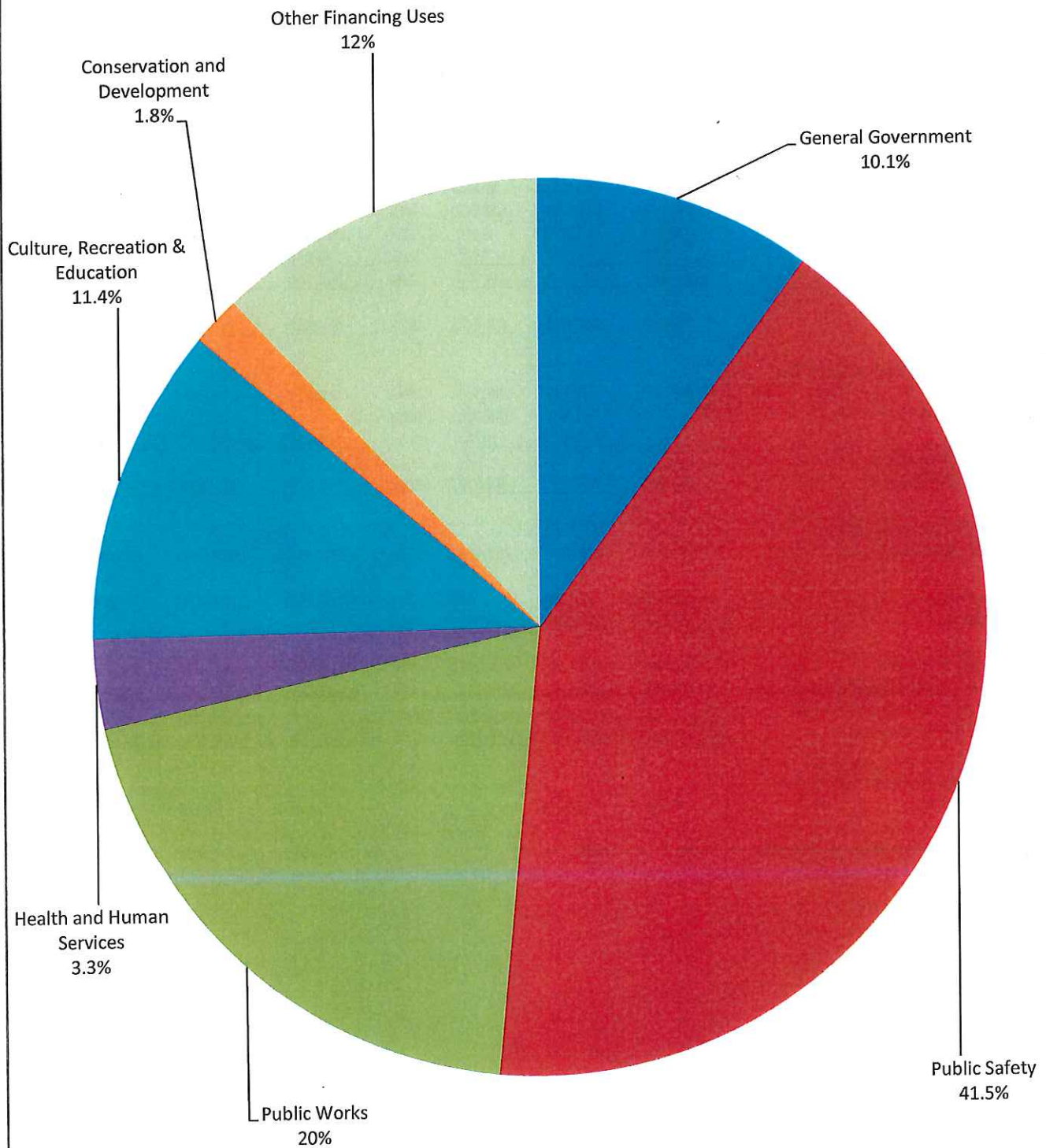
**CITY OF BERLIN, WISCONSIN  
2019 GENERAL FUND REVENUE**



**CITY OF BERLIN, WISCONSIN**  
**GENERAL FUND EXPENDITURES**  
**YEAR ENDED DECEMBER 31, 2019**

	<u>2019</u>		<u>2018</u>	<u>CHANGE FROM PRIOR YEAR</u>	
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ACTUAL</u>		
<b>EXPENDITURES</b>					
General Government	\$ 651,585	\$ 625,505	\$ 625,195	\$ 310	0%
Public Safety	2,635,294	2,569,291	2,490,330	78,961	3%
Public Works	1,256,915	1,237,357	1,185,036	52,321	4%
Health and Human Services	227,482	201,599	204,212	(2,613)	-1%
Culture, Recreation and Education	793,381	709,297	719,242	(9,945)	-1%
Conservation and Development	163,401	110,386	92,522	17,864	19%
Other financing uses					
Operating transfer out	<u>771,312</u>	<u>741,312</u>	<u>1,570,721</u>	<u>(829,409)</u>	-53%
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>	<b><u>\$ 6,499,370</u></b>	<b><u>\$ 6,194,747</u></b>	<b><u>\$ 6,887,258</u></b>	<b><u>\$ (692,511)</u></b>	<b>-10%</b>

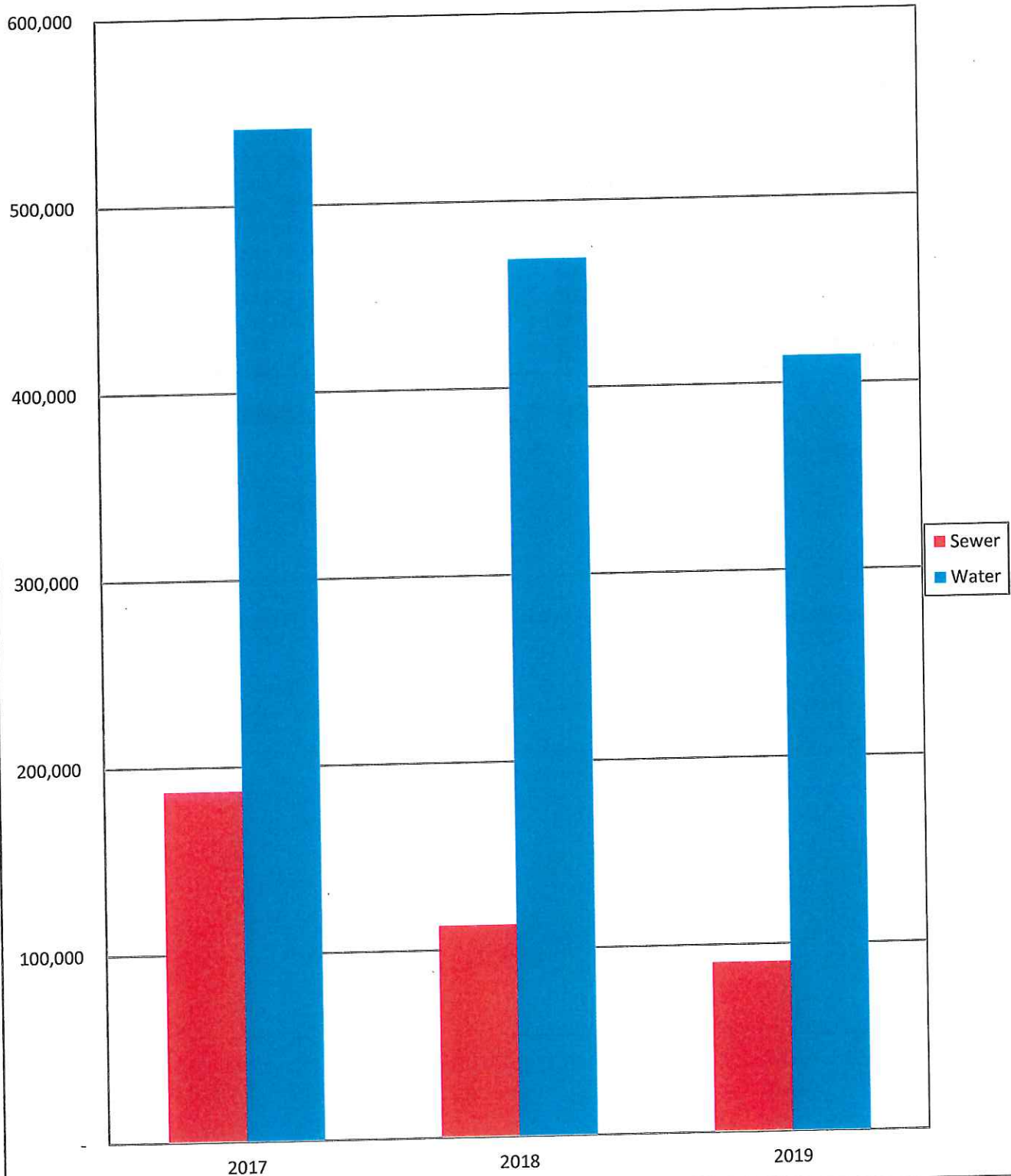
**CITY OF BERLIN, WISCONSIN  
2019 GENERAL FUND EXPENDITURES**



**CITY OF BERLIN, WISCONSIN**  
**STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION**  
**SEWER AND WATER UTILITY**

	YEAR ENDED DECEMBER 31,							
	SEWER				WATER			
	2019	2018	CHANGE FROM PRIOR YEAR		2019	2018	CHANGE FROM PRIOR YEAR	
<b>OPERATING REVENUE</b>								
Charges for services	\$ 1,264,432	\$ 1,263,042	\$ 1,390	0%	\$ 1,217,389	\$ 1,282,309	\$ (64,920)	-5%
<b>OPERATING EXPENSES</b>								
Operations and maintenance	517,614	481,133	36,481	8%	269,844	347,654	(77,810)	-22%
General and administrative	226,169	246,191	(20,022)	-8%	219,262	171,416	47,846	28%
Depreciation	413,064	405,913	7,151	2%	300,416	282,067	18,349	7%
Taxes	17,382	16,961	421	2%	13,616	12,600	1,016	8%
<b>TOTAL OPERATING EXPENSES</b>	<b>1,174,229</b>	<b>1,150,198</b>	<b>24,031</b>	<b>2%</b>	<b>803,138</b>	<b>813,737</b>	<b>(10,599)</b>	<b>-1%</b>
<b>OPERATING INCOME</b>	<b>90,203</b>	<b>112,844</b>	<b>(22,641)</b>	<b>-20%</b>	<b>414,251</b>	<b>468,572</b>	<b>(54,321)</b>	<b>-12%</b>
<b>NONOPERATING REVENUE (EXPENSES)</b>								
Interest income	104,700	58,399	46,301	79%	142,511	70,341	72,170	103%
Miscellaneous revenue	-	80,911	(80,911)	-100%	-	53,941	(53,941)	-100%
Interest expense	-	(5,593)	5,593	100%	(16,132)	(18,417)	2,285	12%
<b>TOTAL NONOPERATING REVENUE (EXPENSES)</b>	<b>104,700</b>	<b>133,717</b>	<b>(29,017)</b>	<b>-22%</b>	<b>126,379</b>	<b>105,865</b>	<b>20,514</b>	<b>19%</b>
<b>INCOME BEFORE TRANSFERS AND CONTRIBUTIONS</b>	<b>194,903</b>	<b>246,561</b>	<b>(51,658)</b>	<b>-21%</b>	<b>540,630</b>	<b>574,437</b>	<b>(33,807)</b>	<b>-6%</b>
Operating transfers out	(2,656)	(2,700)	44	2%	(177,740)	(177,279)	(461)	0%
Capital contributions	50,239	43,658	6,581	15%	-	-	-	N/A
<b>CHANGE IN NET POSITION</b>	<b>242,486</b>	<b>287,519</b>	<b>(45,033)</b>	<b>-16%</b>	<b>362,890</b>	<b>397,158</b>	<b>(34,268)</b>	<b>-9%</b>
<b>NET POSITION AT BEGINNING OF YEAR</b>	<b>7,509,077</b>	<b>7,225,797</b>	<b>283,280</b>	<b>4%</b>	<b>10,940,895</b>	<b>10,556,455</b>	<b>384,440</b>	<b>4%</b>
<b>CHANGE IN ACCOUNTING PRINCIPLE</b>	<b>-</b>	<b>(4,239)</b>	<b>4,239</b>	<b>100%</b>	<b>-</b>	<b>(12,718)</b>	<b>12,718</b>	<b>100%</b>
<b>NET POSITION AT END OF YEAR</b>	<b>\$ 7,751,563</b>	<b>\$ 7,509,077</b>	<b>\$ 242,486</b>	<b>3%</b>	<b>\$ 11,303,785</b>	<b>\$ 10,940,895</b>	<b>\$ 362,890</b>	<b>3%</b>
<b>Operating rate of return on average capital assets and inventory</b>	<b>2.35%</b>	<b>3.02%</b>			<b>5.65%</b>	<b>6.49%</b>		
<b>Public Service Commission return on rate base</b>	<b>N/A</b>	<b>N/A</b>			<b>5.69%</b>	<b>7.37%</b>		

**CITY OF BERLIN, WISCONSIN  
2017-2019 WATER AND SEWER UTILITY  
OPERATING INCOME**

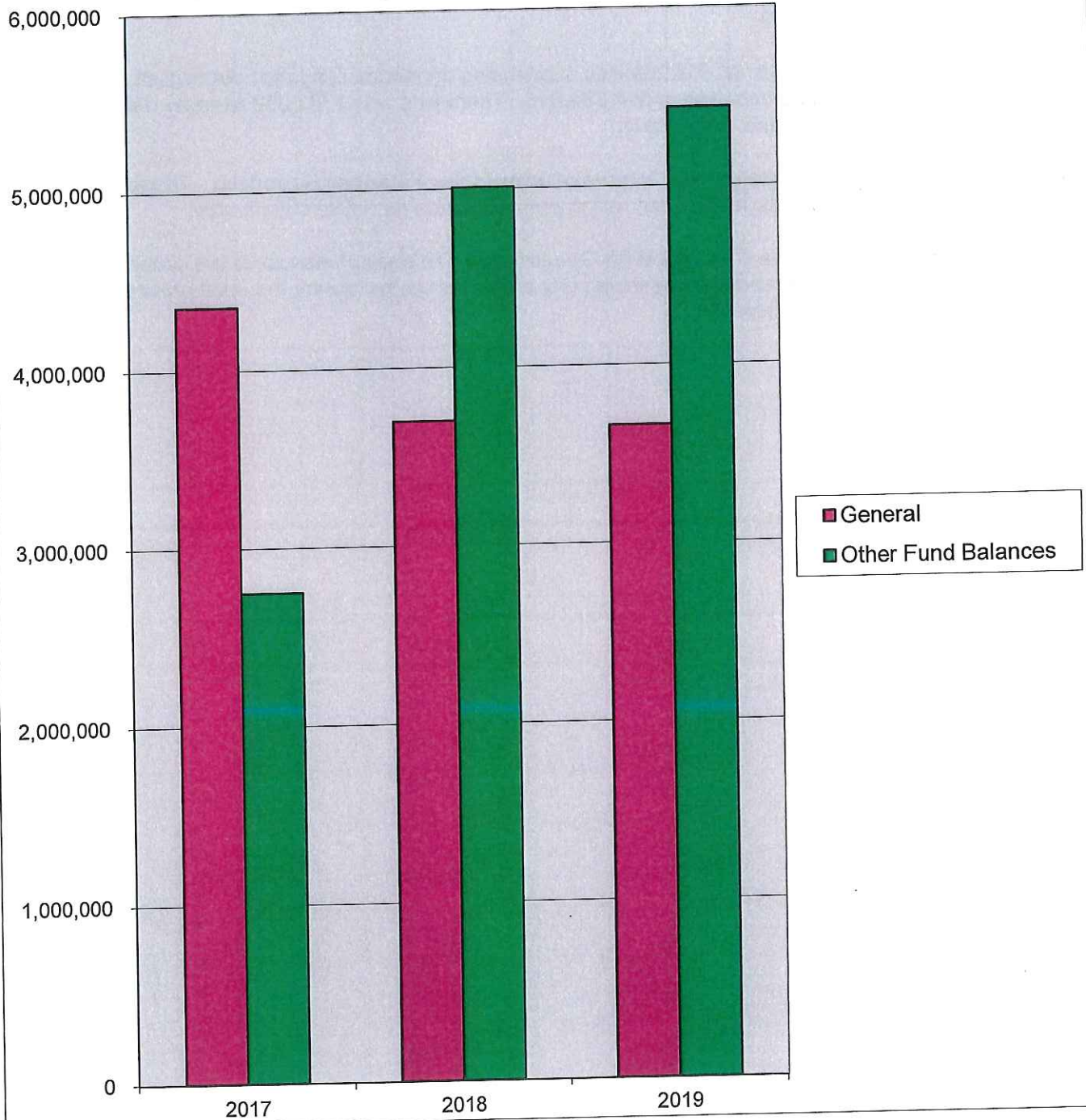


**CITY OF BERLIN, WISCONSIN**  
**STATEMENT OF REVENUE, EXPENSES AND CHANGES IN FUND BALANCE - OTHER FUNDS**

	BALANCE JANUARY 1, 2019	REVENUE	EXPENDITURES	BALANCE DECEMBER 31, 2019
CDBG Housing Grant	\$ 90,383	\$ 47,104	\$ 46,053	\$ 91,434
Revolving Loan	309,960	90,802	1,000	399,762
Debt Service	143,622	554,550	583,603	114,569
Senior Special Account	45,679	57,880	61,326	42,233
Cemetery Expendable Trust	510,911	17,544	9,151	519,304
Library Expendable Trust	914,853	195,351	26,557	1,083,647
Capital Projects	969,902	676,148	897,920	748,130
TID #9 - North River Block	(114,271)	11,992	3,012	(105,291)
TID #10 - North Industrial Park	(1,186,735)	186,411	26,165	(1,026,489)
TID #01E - RAJ	(27,457)	11,714	10,198	(25,941)
TID #02E - David White Property	434	17,595	17,462	567
TID #14 - East Side Apartment Complex	36,989	65,886	101,958	917
TID #15 - Downtown	136,823	105,973	85,012	157,784
Custodial Fund	2,604,749	4,431,017	4,015,087	3,020,679
Library Endowment Principal	57,630	938	938	57,630
Internal Service	515,252	547,102	701,341	361,013
<b>TOTAL</b>	<b>\$ 5,008,724</b>	<b>\$ 7,018,007</b>	<b>\$ 6,586,783</b>	<b>\$ 5,439,948</b>



**CITY OF BERLIN, WISCONSIN  
2017-2019 FUND EQUITY**



**CITY OF BERLIN, WISCONSIN**  
**OTHER FINANCIAL INFORMATION**  
**DECEMBER 31, 2019**

**Independent Auditors' Report** - An unmodified "clean" auditors' opinion was issued on the City's financial statements. Our opinion states that we found your statements present fairly, in all material respects, the financial activity of the City.

**Cash and Investments** - The City's cash and investments decreased \$115,800 during 2019.

**Fixed Assets** - The City spent \$1,073,472 on general fixed assets and \$1,207,972 on sewer and water fixed assets during 2019.

**Long-Term Debt** - At year end, \$3,668,269 was outstanding of general obligation debt which is below the City's state statute debt limit of \$14,534,615. There was also \$702,252 of water debt and \$1,388,195 of employee benefits outstanding.

**Auditors' Reports on Compliance and Internal Control Over Financial Reporting** - These reports conclude that the City's internal controls appear adequate for a City of your size.

**Communications With Those Charged With Governance** - This report discusses the scope and limitations of a financial audit and communicates any problems we had during the audit process. No significant problems were identified.

*Part of your business. Part of your life.*

DATE: June 2, 2020

TO: Committee of the Whole

FROM: Jodie Olson

**RE: Chamber of Commerce Update**

BACKGROUND: The Chamber of Commerce requested to come before Council to provide an update on their plan moving forward and to discuss how they would spend room tax dollars in the future. They have been requested to provide some background information for you ahead of time to encourage more discussion.

RECOMMENDATION: Action as appropriate.

DATE: June 2, 2020

TO: Committee of the Whole

FROM: Jodie Olson

**RE: 2020 Fireworks**

BACKGROUND: ABC Group has cancelled the anticipated July 3 celebration in lieu of COVID-19. The fireworks were anticipated to be held in conjunction with the event. Council needs to determine if the 2020 fireworks will be held and on what date.

RECOMMENDATION: Action as appropriate.

DATE: June 2, 2020

TO: Committee of the Whole

FROM: Jodie Olson

**RE: 2020 Budget Adjustment for 2019-2020 Contract Year Legal Expenses**

BACKGROUND: The City Attorney contract for 2019-2020 (May 1-April 30) calls for 600 hours of legal services from Chier Law LLC. The City budgets 600 hours annually for City Attorney salaries. Total hours for the contract year ended up at 768.2, so an additional 168.2 hours are owed to Chier Law LLC. Under the terms of the contract, this equates to \$22,193.60. There were additional legal hours required during this contract for municipal court, personnel issues and COVID-19, which largely account for the additional hours.

RECOMMENDATION: Review and recommend to Common Council to approve Resolution Authorizing 2020 Budget Adjustment for Legal Expenses Exceeding City Attorney Retainer for Contract Year 2019-2020.



**RESOLUTION #20-11**

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**A RESOLUTION AUTHORIZING 2020 BUDGET ADJUSTMENT FOR LEGAL  
EXPENSES EXCEEDING CITY ATTORNEY RETAINER FOR CONTRACT YEAR  
2019-2020**

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WHEREAS the 2019-2020 City Attorney retainer contract with Chier Law Office LLC is based on and budgeted for 600 hours of legal service; and

WHEREAS, legal services rendered by Chier Law for the 2019-2020 contract year exceeded the 600 hours by 168.2 hours creating a supplemental fee due based on the contract language;

IT IS HEREBY RESOLVED that the 2020 Budget shall be amended as follows:

10-59-90000-390 Contingency Fund	\$22,194 CR
10-51-30000-110 City Attorney Salaries	\$22,194 DR

Passed, approved and adopted this 9th day of June, 2020.

ROLL CALL VOTE:

CITY OF BERLIN

\_\_\_\_\_ AYES

BY: \_\_\_\_\_  
Richard D. Schramer, Mayor

\_\_\_\_\_ NAYS

\_\_\_\_\_ ABSENT

APPROVED AS TO FORM:

ATTEST: \_\_\_\_\_  
Jodie Olson  
Administrator, Clerk/Treasurer

\_\_\_\_\_  
Matthew G. Chier  
City Attorney



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**CHIER LAW OFFICE LLC**

**Matthew G. Chier  
Berlin City Attorney**

May 14, 2020

Jodie Olson  
City of Berlin  
108 N. Capron Street  
Berlin, WI 54923

RE: Work Over Retainer for 2019-2020 contract year

Dear Jodie:

Enclosed are the rest of my hour sheets for the 2019-2020 contract year, as well as a yearly summary sheet through April 2020 with 768.2 hours. Per my 2019-2020 contract, "at such time as Chier services exceed 600 hours of service, Chier shall be paid for additional services at the following rates:

601-675 hours: \$126/hour  
676-725 hours: \$132/hour  
726-750 hours: \$138/hour  
Over 750 hours: \$148/hour

Accordingly, at 768.2 hours with 168.2 hours over, there is a supplemental fee due as follows:

601-675 hours: 75 hours x \$126/hour = \$9,450.00  
676-725 hours: 50 hours x \$132/hour = \$6,600.00  
726-750 hours: 25 hours x \$138/hour = \$3,450.00  
Over 750 hours: 18.2 hours x \$148/hour = \$2,693.60  
TOTAL: 168.2 hours \$22,193.60 supplement due.

There are entries that are starred that are of course intended to be potentially passed on and recovered by the appropriate parties under certain circumstances. Please just take note of that.

If you have any questions or comments, please feel free to give me a call.

Sincerely,

MATTHEW G. CHIER  
Berlin City Attorney

MGC/crc

Enclosures



# CITY OF BERLIN MONTHLY HOURS TABLE

**MAY 1, 2019-APRIL 30, 2020**

<b>2019</b>									
<b>MAY</b>		97.8							
<b>JUNE</b>		52							
<b>JULY</b>		95.3							
<b>AUG</b>		88.3							
<b>SEPT</b>		69.7							
<b>OCT</b>		83							
<b>NOV</b>		79.9							
<b>DEC</b>		40.7							
		<b>606.7</b>							
<b>2020</b>									
<b>JAN</b>		37.3							
<b>FEB</b>		29.3							
<b>MAR</b>		70.8							
<b>APR</b>		24.1							
		<b>161.5</b>							
<b>GRAND TOTAL</b>		<b>768.2</b>							

DATE: June 2, 2020

TO: Common Council

FROM: Jodie Olson

**RE: 2020 Alcohol Licensing Fees**

BACKGROUND: The attached request came from Doug Korth, who is associated with the Tavern League. His letter suggests that the City waive all alcohol/bar related licensing fees for 2020 for Class "B" beer and "Class B" liquor, amusement and operator licenses.

Last year there were 14 bars/restaurants with Class "B" Beer licenses (\$100) and 13 "Class B" Liquor licenses (\$300). If Council were to honor this request as presented the financial impact to the 2020 budget would be \$4,650.

He also suggests we waive operator licenses. However, this license is a two-year license in the City of Berlin, not a one-year license. This year is the two-year renewal. There are 186 licenses at \$30 for a total of \$5,580. These licenses are mixed across the board with use for all kinds of establishments, including Class A, B & C. They are not specific to the Class B licensed premises.

There are 8 establishments with amusement device licenses for a total of \$670. These are for the pinball, slot and gaming machines, etc.

If Council were to waive the license fees and/or go to the statutory minimum, the 2020 budget would be negatively impacted by \$10,900. All costs relative to licensing would also still be incurred as usual, including publication fees, fire inspection fees, legal review, staff review, postage, etc. One suggestion may be to pro-rate the Class "B" beer and "Class B" liquor licenses for the three months they were under the Emergency Order and waive the publication fee for this year.

**RECOMMENDATIONS:** Discussion and action as appropriate.

To Whom it may concern,

As you all are aware The Restaurants, Bars and Supper Clubs in your municipality have been shut down since 5pm on March 17<sup>th</sup>. Governor Evers latest Extension will put us closed until May 26<sup>th</sup> the Tuesday AFTER Memorial Day. That will be a total of 70days, including St. Patrick's Day, Easter, Mother's Day and the season starting Memorial Day weekend. Some of us have been able to do Carryout orders, but this is nowhere near enough revenue to keep our businesses going. Unfortunately, not all liquor license holders have food forcing them to be shut down completely.

Considering these issues, I am asking on behalf of your small business community that your municipality consider placing on an upcoming agenda the following items:

- Lowering the renewal of existing class b liquor license to \$50 the lowest amount allowed by state statute.
- Waive the renewal fee for class b beer license
- Waive the renewal fee for any amusement license that your municipality may have.
- Waive renewal fees for existing operators license
- Waive the renewal fee for any municipal business or cabaret license

This may not seem like a lot of money to you, but every little bit helps to our small struggling businesses in Wisconsin. Thank you for your time, if you have any questions please feel free to contact me.

Sincerely,

*Douglas L Korth*

DATE: June 2, 2020

TO: Committee of the Whole

FROM: Jodie Olson

**RE: Fair Housing Ordinance Update**

BACKGROUND: As part of the CDBG grant application process we are required to update our Fair Housing Ordinance and reference the most current Fair Housing state statute (§106.50). Therefore, this ordinance repeals the current ordinance Ch. 34 Article II and replaces it.

RECOMMENDATION: Review and if appropriate recommend to Common Council to approve and adopt Ordinance Repealing and Recreating Chapter 34, Article II-Fair Housing, of the Municipal Code of the City of Berlin for the Purpose of Adopting Wis. Stats. §106.50, as Amended Relating to the Equal Rights of All Persons to Fair Housing, and Providing Means for the Implementation and Enforcement Thereof.

## CDBG-PF 2020 Annual Grant Application Instructions

### **Fair Housing Actions Certification**

Per HUD regulations at 24 CFR 570.487(b), recipients of CDBG funds must take some action(s) to affirmatively further fair housing as part of the CDBG project.

Add the UGLG's name in the entry field. By adding the UGLG's name on this certification and their signature in *Part 3 – Certifications* of the CDBG application, the Chief Elected Official is agreeing that the UGLG will complete the Fair Housing Actions selected in the *Fair Housing Actions Certification* in *Part 3* to promote fair housing, upon receiving and accepting a CDBG award.

The applicant must complete the *Fair Housing Actions Certification* in *Part 3* of the CDBG application by selecting three (3) actions that will be taken to affirmatively further fair housing. If the project is funded, the selected actions will be included in the Grant Agreement Time Table and the UGLG will be required to implement them by the specified due date.\*

*\*[If the UGLG adopts a new or updated Fair Housing Ordinance during the process of preparing the 2020 CDBG-PF application, this activity may be considered an act of strengthening the local fair housing law and included as one of the three (3) required actions.]*

### ***Other Fair Housing Requirements:***

Other fair housing related requirements also apply, as summarized below. All applicants must submit with the CDBG application a current Fair Housing Ordinance, which has been adopted by the UGLG's governing body, with the adoption date shown on the Ordinance, and referencing the most current Fair Housing state statute [ss. 106.50 Wis.]. For more information visit: <http://docs.legis.wisconsin.gov/statutes/statutes/106/III/50>.

If the protected classes for equal opportunities in housing are included in the UGLG's Fair Housing Ordinance, the protected classes list **must** be up-to-date, reflecting the current state statutory language. The current protected classes list for fair housing is in state statute ss. 106.50 Wis.(1).

A *Sample Resolution to Adopt a Fair Housing Ordinance* template and a *Sample Fair Housing Ordinance* template, which include citations of the current fair housing state statute, may be found in the provided attachments to the CDBG application.

**IMPORTANT NOTICE:** *Failure to submit a current adopted Fair Housing Ordinance that reflects language from the current Fair Housing state statutes may disqualify the UGLG's CDBG application.*

Refer to *Chapter 6: Equal Opportunity, Fair Housing & Section 3* in the *CDBG Implementation Handbook* for more information on the fair housing related regulations and requirements applicable to CDBG projects.

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AN ORDINANCE REPEALING AND RECREATING CHAPTER 34, ARTICLE II - FAIR  
HOUSING, OF THE MUNICIPAL CODE  
OF THE CITY OF BERLIN FOR THE PURPOSE OF  
ADOPTING WIS. STATS. § 106.50, AS AMENDED,  
RELATING TO THE EQUAL RIGHTS OF ALL PERSONS TO FAIR HOUSING, AND  
PROVIDING MEANS FOR THE IMPLEMENTATION AND ENFORCEMENT  
THEREOF.

---

NOW THEREFORE, the Common Council of the City of Berlin do ordain as follows:

Chapter 34, Article II – Fair Housing, of the Code of Ordinances of the City of Berlin is hereby repealed in its entirety and recreated as follows:

ARTICLE II. - FAIR HOUSING

Sec. 34-31. – Policy.

The city recognizes its responsibilities under Wis. Stats. § 106.50, as amended, and endorses the concepts of fair and open housing for all persons and prohibition of discrimination therein.

Sec. 34-32. – State statute adopted.

Wis. Stats. § 106.50 is adopted by reference, provided the penalty for the commission of any offense under this article shall be limited to that imposed as set forth in section 1-16 of this Code. Any future amendments, revisions or modifications of the statutes incorporated by reference in this section are intended to be made part of this Code.

Sec. 34-33. – Assistance by city officials and employees.

The officials and employees of the city shall assist in the orderly prevention and removal of all discrimination in housing within the city's municipal jurisdiction by implementing the authority and enforcement procedures set forth in Wis. Stats. § 106.50, as amended. The city clerk-treasurer shall maintain forms for complaints to be filed under Wis. Stats. § 106.50, as amended, and shall assist any person alleging a violation thereof in the city to file a complaint thereunder with the Wisconsin Department of Work Force Development, Equal Rights Division, for enforcement of Wis. Stats. § 106.50, as amended.

This ordinance shall take effect the day after publication.

The numeric section numbers and headings of any portions of the Code of Ordinances affected by this Ordinance shall be subject to modification in the discretion of the codifier, and the approval of the City Attorney, during codification into the City's current Code of Ordinances.

Passed, approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

ROLL CALL VOTE:

CITY OF BERLIN

\_\_\_\_ AYES  
\_\_\_\_ NAYS  
\_\_\_\_ ABSENT

BY: \_\_\_\_\_  
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

ATTEST: \_\_\_\_\_  
Jodie Olson, City Clerk

\_\_\_\_\_  
Matthew G. Chier, City Attorney

DATE: May 28<sup>th</sup>, 2020

TO: Common Council

FROM: Sara Nighbor

RE: **Approval of ADVOCAP RSVP Memorandum of Understanding**

**Background:** Attached is the ADVOCAP Retired and Senior Volunteer Program (RSVP) Memorandum of Understanding for signing. There are several volunteers who assist at the Senior Center on a regular basis. Most of these volunteers live within Berlin; however some drive from surrounding cities. In particular, we have a regular volunteer who drives from Waupaca every time she volunteers. ADVOCAP has a program titled the Retired and Senior Volunteer Program (RSVP) which is meant to assist individuals age 55+ in finding meaningful volunteer opportunities while addressing unmet needs in the community. ADVOCAP is offering to provide mileage reimbursement to the Senior Center's out-of-town volunteers if the volunteer qualifies for RSVP. The Senior Center has participated in RSVP in the past. As the Senior Center has volunteers that would once again benefit from this agreement, we are looking to sign with ADVOCAP again. The Memorandum of Understanding needs to be signed in order for certain Senior Center volunteers to receive mileage reimbursement from the RSVP program.

**Recommendation:** Recommend to Common Council to approve the Memorandum of Understanding between the City of Berlin Senior Center and ADVOCAP RSVP program for mileage reimbursement for senior center volunteers and authorize the appropriate signatures.





## Memorandum of Understanding ADVOCAP Retired and Senior Volunteer Program

This Memorandum of Understanding (MOU) contains basic provisions, which will guide the working relationship between both parties. This MOU may contain an Impact Addendum. This MOU may be amended, in writing, at any time with concurrence of both parties. This MOU is effective on the day it is signed and must be renegotiated at least every three years.

This MOU is entered into by and between ADVOCAP Retired and Senior Volunteer Program (RSVP) and the following agency and/or entity (the "Station").

Station Name \_\_\_\_\_ EIN \_\_\_\_\_

Station Site Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address (If different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Dates MOU Covers (3 Yrs) \_\_\_\_\_

### BASIC PROVISIONS OF MEMORANDUM OF UNDERSTANDING

#### ADVOCAP RSVP Responsibilities:

- 1 Recruit, interview, and enroll RSVP volunteers.
- 2 Refer RSVP volunteers to the Station.
- 3 Review acceptability of volunteer assignments.
- 4 Instruct RSVP volunteers in program procedures including reimbursement guidelines.
- 5 Provide RSVP orientation to volunteer station staff prior to placement of volunteers, and at other times as needed.
- 6 Initiate publicity regarding RSVP. Develop publicity for RSVP such as radio, TV, print or verbal presentations highlighting volunteers' service, accomplishments, and impact on the community.
- 7 Furnish accident & personal liability insurance coverage for enrolled volunteers as required by RSVP policies. Provide excess automobile insurance when driving is an assigned responsibility listed in the assignment description. Insurance is secondary coverage and is not primary.
- 8 Periodically monitor volunteer activities at volunteer station to assess and/or discuss needs of volunteers and volunteer station.
- 9 Staff an Advisory Council to RSVP. Along with the advisory council, arrange for appeals procedure to address problems arising between the volunteer, the Station and/or RSVP.
- 10 Arrange for appropriate RSVP recognition.
- 11 Coordinate with other volunteer and aging programs in the area to foster effective communication and avoid duplication.
- 12 Reimburse RSVP volunteers for transportation costs between their home and volunteer station in accordance with RSVP policies and availability of funds.
- 13 Provide identification for volunteers if not provided by the station including name tag identification and/or RSVP T-Shirt.

#### Volunteer Station Responsibilities

- 1 Interview and make final decision on assignments of RSVP volunteers.
- 2 Perform, if required for a particular assignment, background or other screenings.
- 3 Implement orientation, in service instruction, and/or special training of volunteers.

- 4 Furnish volunteers with materials required for assignment. May include uniform and photo I.D..
- 5 Provide supervision of volunteers on assignments. (Supervisor name and contact information on next page).
- 6 Provide volunteer assignment descriptions for each volunteer opportunity at the Station.
- 7 Provide for adequate safety of volunteers and submit an annual assurance email upon request by ADVOCAP, Inc.
- 8 Investigate and report any accidents and injuries involving RSVP volunteers immediately to the RSVP office. All reports will be submitted in writing.
- 9 Specify, either by written information or verbally, that RSVP volunteers are participants in the Station's programming in publicity featuring such volunteers. Display an RSVP placard where it may be viewed by the public if possible.
- 10 Reports: The Station Representative shall:
  - \* Timesheets: Report volunteer hours on a monthly basis if needed on or before 10th of the following month. (Insurance coverage is only effective with verified records of hours served).
  - \* Addendum: Stations are requested to complete an addendum when needed, documenting the impacts of services provided by RSVP volunteers.
  - \* In-Kind Documentation: Provide documentation of in-kind contributions (meals, uniforms, mileage reimbursement, training expenses) and verification to help RSVP meet its local match of 30%.

#### Other provisions:

- 1 **Separation from Volunteer Service:** The volunteer station may request the removal of an RSVP volunteer at any time. The RSVP volunteer may withdraw from service at the Volunteer Station or from RSVP at any time. Discussion of individual separations will occur among RSVP staff, Volunteer Station staff, and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including placement with another Volunteer Station.
  - 2 **Letters of Agreement:** When in home assignments of volunteers are made, a letter of agreement will be signed by the parties involved. The document will authorize volunteer service in the home and identify specific volunteer activities, periods, and conditions of service. A general letter of agreement shall be signed with an organization which has already obtained Letters of Agreement, or equivalent written agreements with their individual participants.
  - 3 **Religious/Political Activities:** The Volunteer Station will not request or assign RSVP volunteers to conduct or engage in religious, sectarian, political activities.
  - 4 **Displacement of Employees:** The Station will not assign RSVP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
  - 5 **Compensation:** Neither the station or ADVOCAP RSVP will request or receive compensation from the beneficiaries of RSVP Volunteers. RSVP volunteers will not receive a fee for service from beneficiaries.
  - 6 **Labor & Anti-Labor Activity:** The Station will not request or assign RSVP volunteers to support labor or anti-labor organization or related activity.
  - 7 **Accessibility and Reasonable Accommodation:** The Volunteer Station will maintain the programs and activities to which RSVP volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency **when possible** and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
- Prohibition of Discrimination:** The Volunteer Station will not discriminate against RSVP volunteers or in the operation of its program on the basis of age, race, creed, religion, color, sex, physical condition, handicap or disability, developmental disability, association with a person with a disability, sexual orientation, national origin, ancestry, political affiliation, marital, parental or familial status, pregnancy, arrest record, citizenship status, veteran status, limited English proficiency or any other characteristic protected by law.

9 **Volunteer Status:** RSVP volunteers are not employees of ADVOCAP, the volunteer station, CNCS or the Federal Government.

10 **Termination of MOU:** This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party.

11 **If meals are provided by the Station to RSVP volunteers, please complete this portion:**

**Contributed meals are Federally Funded under:**

Title III of the Older Americans Act

Other (federal) funding source

**Contributed meals are NOT provided by Federal Funds**

Meals will be provided to RSVP volunteers at a free or reduced price of \$

The value of the meal provided is \$

(RSVP will utilize this information to meet its local in-kind match.)

**For All Stations**

**Volunteer Supervisor**

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**Signatures:** By signing this MOU, the Station, through its authorized representative, self-certifies that it meets the requirements necessary to become a RSVP Station. By signing this MOU, the Station, through its authorized representative also agrees to all responsibilities and provisions as described.

Volunteer Station Primary Type: To qualify as a RSVP Station, and agency/office/department must self-certify that it is one of the following:

\_\_\_\_\_ Public Non-Profit \_\_\_\_\_ Proprietary Health Care Agency

\_\_\_\_\_ Private Non-Profit \_\_\_\_\_ Governmental Agency

**Authorized Signatures**

\_\_\_\_\_  
Authorized Station Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
RSVP Project Director

\_\_\_\_\_  
Date

DATE: May 28<sup>th</sup>, 2020

TO: Common Council

FROM: Sara Nighbor

**RE: Approval of 2020 Inclusa Agreement**

**Background:** Attached is the Inclusa Agreement for signing. Inclusa is an insurance company that pays for transportation to and from medical appointments. The Senior Center Transportation program has accepted payment from Inclusa in the past. This current Agreement is to update our contract. Our current contract automatically renews after each term, but several minor changes have been made since our original contract with was signed. Even though the changes are minimal, Inclusa's philosophy is that providers should have the most current version possible reflecting new Inclusa and State of Wisconsin Department of Health Services contract requirements. Inclusa is sending this contract to all of their providers.

As the Senior Center has individuals that would once again benefit from this agreement, and as it would keep our transportation numbers up, we are looking to sign with Inclusa again. The Agreement needs to be signed in order for the Senior Center transportation program to receive the funds from Inclusa for transportation provided.

**Recommendation:** Approve the Agreement between the City of Berlin Senior Center and Inclusa and authorize the appropriate signatures.



3349 Church Street, Suite 1, Stevens Point, WI 54481  
877-622-6700 | [inclusa.org](http://inclusa.org)

March 5, 2020

Dear Provider,

Attached is your Inclusa Provider Subcontract packet.

**Please review and return ALL pages of the signed Subcontract Agreement and required documents (listed below) within 30 days** to ensure that Inclusa can authorize reimbursement for services by your agency. Once the signed agreement is received, Provider Relations staff will process and return a copy of the fully-executed agreement to you.

Please review the subcontract documents thoroughly. Also, **please note that Inclusa utilizes an “evergreen” subcontract agreement which means the agreement will automatically renew each year.** If changes are made after the initial contract, a contract addendum will be generated.

**If you already have a contract with Inclusa – then this is to update your contract language.** Our current contract with you is evergreen (automatically renews after each term), but several minor changes have been made since your original contract with us was signed. Even though the changes are minimal, our philosophy is that our providers should have the most current version possible reflecting new Inclusa and State of Wisconsin Department of Health Services contract requirements. We will be sending all of our providers these updated contracts in stages, depending on when the original contract was signed.

Policies and other documents associated with the agreement are available in the Providers section of the Inclusa website at [www.inclusa.org](http://www.inclusa.org). If your agency does not have access to the internet, please contact Inclusa Provider Relations to request that a document be mailed to you (see contact information below).

**RETURN the following items to Inclusa:**

- Signed Subcontract Agreement (return ALL pages)
- Signed Contract Appendix A: Reimbursement for Authorized Services (return ALL pages)
- Signed Contract Appendix G: Incident Reporting Attestation Form (if included)
- Signed Contract Appendix H: Caregiver Background Checks Attestation Form (if included)
- Signed Contract Appendix N: Scope of Services (if included)
- Completed Provider Contact Information Form (if included)

**KEEP the following documents for your records:**

- Scope of Service document(s) (included if applicable to your contract)
- Other contract appendices (included if applicable to your contract):
  - Appendix C: Provider Insurance Coverage Minimums
  - Appendix D: Residential Rate Methodology
  - Appendix E: Residential Room and Board Rates

- Appendix F: Reimbursement for Authorized Services (nursing home)
- Appendix O: Audit Requirements
- WI Contract Compliance Law (please post in your building if not already posted)

### **Provider Scope(s) of Service**

A Scope of Service document defines the requirements and expectations for the provision of services to Inclusa members for a particular service type. Provider Scope(s) of Service are included with this subcontract agreement if applicable, and listed in Appendix N. The Appendix N should be signed and returned to Inclusa. The Scope of Service document(s) should be kept by the provider.

### **Residential Providers – Room & Board Rates**

Inclusa uses updated Wisconsin/U.S. Department of Housing and Urban Development (HUD) rates to set Room & Board rates. See Appendix E for Room and Board Rates.

You are welcome to return the agreement and requested documents by any of the following methods. Please be sure to include ALL pages of each document.

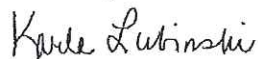
**Email** [providerrelations@inclusa.org](mailto:providerrelations@inclusa.org)

**Fax** 608-785-5336

**Postal Mail** Inclusa Provider Relations  
1407 St. Andrew Street, Suite 100  
La Crosse, WI 54603

Thank you for partnering as a subcontracted provider with Inclusa. Should you have any questions regarding this agreement, please contact Provider Relations at 608-785-3623 (toll-free 888-294-7451) or [providerrelations@inclusa.org](mailto:providerrelations@inclusa.org). We appreciate your service to our agency and the community.

Sincerely,



Karla Lubinski  
Regional Director of Community Resources and Provider Relations



**INCLUSA, INC**  
**Provider Subcontract Agreement**

**I. PARTIES AND TERM**

This Agreement is made and entered into on February 1, 2020 by and between INCLUSA, INC. hereinafter referred to as PURCHASER, and **City of Berlin**, hereinafter referred to as PROVIDER. This contract is to be effective until such time as either party terminates the Agreement as provided herein.

**II. CONTACT PERSONS AND CONTRACT ADMINISTRATORS**

PURCHASER's representative responsible for administration of this agreement will be the Chief Executive Officer whose principal business address is 3349 Church Street, Stevens Point, WI 54481. PROVIDER's representative responsible for administration of this agreement is the Administrator or other designee, whose principal business address is **108 N. Capron St PO Box 272, Berlin, WI 54923**. If either party changes its contract administrator, it will notify the other party of the name and address of the new contact person in writing within ten (10) business days of the change or if possible at least ten (10) business days prior to the change. Except as otherwise expressly provided herein, all notices under this Agreement shall be directed to aforementioned contract administrators.

**III. PURPOSE**

It is understood that PURCHASER operates as a Managed Care Organization (MCO) under contract (hereinafter "MCO Contract") with the Wisconsin Department of Health Services (DHS) to provide long term care benefits and services to enrollees in the state's Family Care program who are members of the MCO. The purpose of this contract is to formalize the terms and conditions of the PROVIDER's services to all eligible MCO members receiving authorized services.

PROVIDER agrees to abide by the terms and conditions of this Agreement as well as all applicable provisions of the MCO Contract which is available on DHS's website at: <https://www.dhs.wisconsin.gov/familycare/mcos/contract.htm>. In all cases, this Agreement shall be interpreted in a manner consistent with the MCO Contract.

**IV. STATUS OF PARTIES**

- A. PURCHASER and PROVIDER agree that each acts in an independent capacity in the performance of this Agreement and not as an employee or agent of the other.
- B. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the PURCHASER and its successors or assigns and PROVIDER and its successors or assigns. In entering into this Agreement and in acting in compliance herewith, PROVIDER warrants and represents PROVIDER is at all times acting and performing as an independent provider, duly authorized to perform the acts required of it hereunder.

**V. DEFINITIONS**

- A. Abuse: any practice that is inconsistent with sound fiscal, business, or medical practices and results in unnecessary program costs, or reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards or contractual obligations for health care. It also includes beneficiary practices that result in unnecessary cost to the program.
- B. Care Management Team: the member and individuals identified by the PURCHASER to provide care management services to members.
- C. Clean Claim: a claim that can be processed without obtaining additional information from the provider of the service. A claim is still considered a clean claim if the only error(s) in the submitted information are the result of an error originating as a result of PURCHASER's business processes. A clean claim does not include a claim that is under review for medical necessity or any claim from a provider who is under investigation for fraud or abuse.
- D. Department: The Wisconsin Department of Health Services (DHS) or its designee.

- E. Family Care Benefit Package: the package of services provided by PURCHASER under the MCO Contract to which a member has access if, within the benefit, a specific service is identified as a service necessary to support long term care outcomes. A description of the Family Care Benefit Package is set forth in Addendum IX to the MCO Contract.
- F. Fraud: an intentional deception or misrepresentation made by a person or entity with the knowledge that the deception or misrepresentation could result in some unauthorized benefit to him/herself, itself, or to some other person or entity. It includes any act that constitutes fraud under applicable Federal or State law.
- G. Member: A member is a person enrolled in the MCO operated by PURCHASER.
- H. Member-Centered Plan (MCP): a record that documents a process by which the member and the interdisciplinary team staff identify, define and prioritize the member's outcomes initially identified in the comprehensive assessment. The MCP also identifies the services and supports, paid or unpaid, provided or arranged by the MCO including frequency and duration of each service and the provider(s) that will furnish each services. The MCP identifies long-term care outcomes, personal experience outcomes, and any risks.
- I. Residential Services: Residential services are defined as Nursing Homes, Community Based Residential Facilities, Residential Care Apartment Complexes and Adult Family Homes.
- J. Services: services, goods or products within the Family Care Benefit Package.
- K. Service Authorization: A service authorization is an official document sent by the PURCHASER (electronically and/or by fax or mail) to a provider of goods or services indicating the rate PURCHASER is willing to pay for the indicated good(s) or service(s) after the authorized good(s)/service(s) has been provided by the provider to the member. A service authorization will indicate the name of the member authorized to receive the goods or services; the type of goods or service(s) to be provided; the number of units (amount of service) to be provided; the rate to be paid per defined unit for the goods or service; the duration of the authorization; and the funding source.

## VI. SERVICE AUTHORIZATIONS

- A. PROVIDER agrees to comply with PURCHASER's process to receive required prior authorization for providing the services or goods under this Agreement. PROVIDER agrees to specify authorization requirements to all its employees and any of its subcontractors pertinent to this Agreement.
- B. All services or goods provided to members under this Agreement must be authorized by PURCHASER prior to the delivery of services or goods.
- C. The total service or goods provided each month to individual members under this Agreement may not exceed the amounts authorized by PURCHASER. PROVIDER must seek PURCHASER's authorization for any service or goods which PROVIDER intends PURCHASER to be a primary or secondary payer.
- D. The Care Management Team will develop an Individual Service Plan (ISP). The ISP will specify each and every service or good to be authorized by the PURCHASER.
- E. PROVIDER agrees not to create barriers in access to care by imposing requirements on members that are inconsistent with the provision of services or goods in the Family Care benefit package that are necessary to achieve outcomes.
- F. PURCHASER shall issue service authorizations to PROVIDER prior to the start date of designated services by PROVIDER.
- G. PROVIDER may request additional authorization(s) or extensions of existing authorizations by contacting the Care Management Team during PURCHASER's regular business hours. Requests for new, additional or extensions of existing authorization(s) MAY be considered by the PURCHASER, but the mere factor of a request does not imply there will be any change in level of service or goods provided, type, or duration. The final decision for any change or increase in goods rests with the PURCHASER and the eligible member.
- H. It is understood that the final authority for determining member eligibility for service or goods and the amount of service or goods to be provided to individual members' rest with PURCHASER.
- I. PROVIDER understands that he/she will not be reimbursed for unauthorized services provided to members, or services provided in amounts that exceed those authorized or are provided before or after the authorization date.
- J. PROVIDER agrees to provide services or goods to members only in the amounts and frequency authorized by PURCHASER and to accept full responsibility for the cost of any service or goods provided by PROVIDER that exceed the amounts and frequency authorized by PURCHASER. Under no circumstances shall PROVIDER seek payment from PURCHASER or member for the cost of service or goods exceeding the total amount(s) and frequency authorized under this Agreement.



- K. PROVIDER will initiate provision of service or goods on the date indicated in the PURCHASER's Service Authorization, and will immediately report to the PURCHASER any anticipated lag or delay in the provision of services.
- L. During **regular business hours**, in instances when the PROVIDER has reason to believe a member needs additional service or goods immediately due to a change in condition or level of care, the PROVIDER may acquire this prior authorization by contacting the Care Management Team during regular business hours. Should the Care Management Team be out of the office and the authorization is critical to member health and safety, PROVIDER may contact the on-call Unit Manager. If the prior authorization is needed **outside of regular business hours**, the PROVIDER can contact the After-Hours Call Line at 1-800-285-6425.
- M. Revised service authorizations shall be issued to PROVIDER promptly, with sufficient notice, to allow PROVIDER to comply with the terms of the revised service authorization to prevent PROVIDER from unknowingly exceeding reduced authorized service units and to timely submit accurate claims during the appropriate billing period.
- N. PROVIDER shall submit 30-day advanced written notice to the affected member's Care Management Team when PROVIDER is unable to continue authorized services to a member, or when PROVIDER is involuntarily discharging a member from a service provision, unless discharge is related to prevent imminent harm to member or others. PROVIDER shall work collaboratively with PURCHASER during discharge planning and transition period.
- O. When prior written authorization is not practicable, verbal authorization will be provided to the PROVIDER for the service and written authorization issued thereafter. Services provided on an emergency basis will be followed up with written confirmation of the service, when appropriate.
- P. PURCHASER reserves the right to immediately terminate any authorized service or goods when in the judgment of PURCHASER it is in the best interest of PURCHASER or the member to do so.

## **VII. PAYMENT FOR SERVICE OR GOODS**

- A. PURCHASER agrees to pay PROVIDER for the services and/or goods, excluding residential services, provided in accordance with this agreement at the rate(s) and payment method specified in Appendix A. Reimbursement rates which are negotiated by type between the PURCHASER and PROVIDER will be renegotiated at least 30 days prior to expiration or change and will be documented through an amended Appendix A.
- B. PURCHASER agrees to pay PROVIDER for residential services provided in accordance with this Agreement at the rate established using the applicable methodology in Appendix D.
- C. PURCHASER contracts with Wisconsin Physician's Service for Insurance Corporation (WPS) as its third party administrator for claims processing and payment based on Inlusa, Inc. authorizations. PROVIDER must register and work collaboratively with WPS to ensure timely claims filing and payments.
- D. Payment for services will occur in accordance with applicable Medicaid program policies and procedures and applicable law. All PURCHASER prior authorization requirements must be followed to assure payment. Rate changes the state or federal government determines should be applied retroactively to services or goods covered by the state Medicaid plan will result in PURCHASER making corresponding contract and authorization adjustments to affected services as required by law. PROVIDER must submit claims for services rendered that would be entitled to a retroactive rate adjustment payment.
- E. It is understood and agreed the PURCHASER assumes no obligation to purchase from the PROVIDER any minimum amount of service or goods as defined in the terms of this agreement.
- F. PROVIDER agrees to bill PURCHASER's third party claims administrator in a timely manner, but no later than ninety (90) calendar days from the date of service if there is not third party payor and 90 days from the date of the EOB with claims of a third party payor. When a claim consists of multiple dates of service, the 90 calendar day submission timeframe will begin with the last date of service.
- G. PURCHASER shall not authorize payment to PROVIDER more than the Medicaid fee-for-service for Medicaid covered services in the Family Care benefit package, except, when PURCHASER determines on an individual member basis, that it is unable or impractical to otherwise obtain the service. PURCHASER retains sole discretion in these decisions.
- H. To receive reimbursement for services allowed by Medicare or other primary third party payers, claims and adjustment requests for coinsurance, PROVIDER agrees to submit primary payer Explanation of Benefit (EOB), copayment, and deductible to PURCHASER's third party administrator within 90 days of the Medicare or other payer processing date. PROVIDER agrees to follow Coordination of Benefits (COB) procedures established by the Wisconsin Office of the Commissioner of Insurance, acknowledging that the PURCHASER is always the payer of last

resort. If the PURCHASER is not primary in a COB situation, the PROVIDER will bill and collect payment from other primary third party payers first.

- I. Payments made by the PURCHASER and/or any third party payer will be the sole compensation for services rendered under this Agreement. PROVIDER and its subcontractors agree not to bill members and to hold harmless individual members, DHS and the Centers for Medicare and Medicaid Services (CMS) in the event PURCHASER cannot pay for services that are the legal obligation of the PURCHASER to pay, including, but not limited to, PURCHASER's insolvency, breach of contract, and provider billing.
- J. PROVIDER may not bill a member, member's family, or significant other for covered and non-covered services, except in accordance with provisions in Article VII of the MCO Contract, Sections J. Billing Members, and K. Department Policy for Member Use of Personal Resources and Article IV of the MCO Contract, Section A.3. MCO Member Rights Specialist must review all situations of member's use of personal resources prior to action taking place.
- K. PURCHASER's third party claims administrator shall pay at least 90% of clean paper claims within 30 calendar days of receipt; 99% of clean claims within 90 calendar days of receipt; and 100% of clean claims within 180 calendar days of receipt.
- L. PROVIDER shall submit complete and clean claims to PURCHASER's third party administrator. Elements of a 'clean claim' are identified by PURCHASER's third party administrator.
- M. PROVIDER must report to PURCHASER all PROVIDER preventable conditions that are associated with a Medicaid claim for payment or, if not associated with a claim for payment, associated with a course of treatment provided to a member for which payment would otherwise be made.
- N. PROVIDER will follow the process below for situations where overpayment for services is received.
  - a. Report the overpayment to PURCHASER when identified.
  - b. Return the overpayment to Third Party Claims Administrator (WPS) within sixty (60) calendar days of the date on which the overpayment was identified.
  - c. Notify PURCHASER and Third Party Claims Administrator (WPS) in writing of the reason for the overpayment.

#### **VIII. PROVIDER APPEALS/MEMBER APPEALS AND GRIEVANCES**

- A. If PROVIDER disagrees with PURCHASER'S payment, non-payment, partial payment, late payment, or denial of a claim, PROVIDER must first appeal to PURCHASER requesting PURCHASER to reconsider its action by filing a written request with Inclusa, Inc., Provider Appeals at 1407 Saint Andrew St., La Crosse, WI 54603 within sixty (60) days of PURCHASER action. PROVIDER may appeal to DHS the PURCHASER's final decision on PROVIDER's reconsideration request; the deadline for filing such an appeal with DHS is sixty (60) days from the PURCHASER'S final decision. If PURCHASER fails to respond to PROVIDER's request within forty-five (45) days, PROVIDER may seek a final determination from DHS. PROVIDER appeals to DHS must be filed no later than sixty (60) calendar days after the MCO's failure to respond within forty-five (45) calendar days to the provider's request for reconsideration. Any appeal filed with DHS must be in writing and must be sent to DHS at Provider Appeals Investigator, Division of Medicaid Services, 1 West Wilson Street, Room 518, P.O. Box 309, Madison, WI 53707-0309. In filing a request for reconsideration or appeal, PROVIDER shall clearly mark it as an "appeal" and indicate the PROVIDER's name and address, date of service, date of billing, date of rejection, and reasons for PROVIDER's request for reconsideration or appeal. PROVIDER further agrees to abide by the applicable requirements of Article VIII, Section O of the MCO contract entitled "Appeals to the MCO and Department for Payment/Denial of Provider's Claims."
- B. PROVIDER recognizes Members have the right to file appeals and grievances. PROVIDER further agrees to abide by the "Grievances and Appeals" portion of the MCO Contract, Section XI. Provider agrees to fully cooperate and not interfere with PURCHASER in researching and resolving member appeals, grievances, and fair hearings regarding PROVIDER's service or goods and assure that the appeal and grievances process does not adversely affect any PROVIDER service or good delivery to members. Such cooperation will include furnishing information to PURCHASER within fifteen (15) business days of a request, or within requested number of business days if the grievance is expedited. If the PROVIDER does not meet the 15-day requirement the PROVIDER must explain why and indicate when the records will be provided. PURCHASER shall inform the PROVIDER in writing regarding the resolution of the complaint.
- C. PURCHASER's Member Grievance and Appeal information and its Provider Claims Appeal Procedure are available on PURCHASER's website at [www.inclusa.org](http://www.inclusa.org). Member grievance and appeal information is located in Chapter 8 of the Member Handbook, found on the Member and Families tab of PURCHASER's website. The Provider Claims



Appeal Process is available on PURCHASER's website at [www.inclusa.org](http://www.inclusa.org) located on the Provider Resources tab. Members may also contact Inclusa's Member Relations Department for support with a grievance or appeal at [memberrelations@inclusa.org](mailto:memberrelations@inclusa.org). In the event a member files the grievance directly to the PROVIDER, the member must be given a copy of these procedures which contains:

- a. A statement of member rights
  - b. Information about all levels where a complaint or grievance is registered
  - c. Information about persons or organizations that may assist with the complaint or grievance process ([memberrelations@inclusa.org](mailto:memberrelations@inclusa.org)).
- D. PROVIDER shall be informed of member rights to ensure they remain protected. PROVIDER can find a full description of member rights under Resources on the Provider tab of PURCHASER'S website at [www.inclusa.org](http://www.inclusa.org). Member rights information is also located in Chapter 8 of the Member Handbook, found on the Members and Family tab of PURCHASER's website.

## **IX. RECORDS, CONFIDENTIALITY AND REPORTING**

- A. PROVIDER shall maintain and preserve individual MCO member records in accordance with established professional standards, applicable state and federal law and the MCO Contract. These records shall be safe guarded against loss, destruction, or unauthorized use and shall remain confidential as required by state and federal law. Individuals have the right to approve or refuse the release of personally identifiable information, except when such release is authorized by law.
- B. Individuals and their authorized representatives shall have access to the member's records in accordance with applicable state or federal law. PROVIDER shall make records available for eligible MCO members or their authorized representative within ten (10) business days of the record request if the records are maintained on site and sixty (60) calendar days if maintained off site.
- C. Documentation in member records must reflect all aspects of care and be readily available for member encounters and for administrative purposes.
- D. PROVIDER shall have procedures to provide for the prompt transfer of records and exchange of information to PURCHASER and other providers for the purposes of managing the eligible member's medical and long term care and providing referral services. PROVIDER agrees to forward member records to the PURCHASER pursuant to member grievances and appeals within fifteen (15) business days of the request or immediately if the appeal is expedited. If PROVIDER does not meet the fifteen (15) business day requirement, PROVIDER must explain why and indicate when records will be provided.
- E. Confidentiality: PROVIDER shall implement specific procedures to assure the security and confidentiality of health and medical records and of other personal information about members in accordance with federal and state law and Article XIII, Section A of the MCO Contract.
  1. Members have the right to approve and refuse the release of personally identifiable information, except when such release is authorized by law.
  2. Medical records shall be released only in accordance with federal or state law, or court orders or subpoenas
  3. Copies of records and information from PROVIDER shall be released only to authorized individuals
  4. Unauthorized individuals shall be prohibited from gaining access to, or altering, member records
  5. Personally identifiable information sent through external email must be done via encrypted/secure email transmissions
- F. PROVIDER agrees to maintain and preserve accounting and other financial management records pertaining to this Agreement in a form and manner consistent with all applicable state and federal laws and principles of proper accounting and financial management.
- G. PROVIDER shall maintain written verification of service or goods provided, including the date(s) of service provided or goods distributed, as specified by PURCHASER. PROVIDER shall maintain clearly identified and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of service or goods provided.
- H. PROVIDER agrees to cooperate with PURCHASER to respond to and process any complaints of fraud and abuse in a timely manner. PURCHASER's state approved Program Integrity Policy and Procedure is available by contacting the Inclusa Community Resources/Provider Relations Department. All provider and member allegations must be

reported through the fraud and abuse toll-free reporting hotline 1-877-865-3432 or through the online reporting system at [www.reportfraud.wisconsin.gov](http://www.reportfraud.wisconsin.gov).

- I. PROVIDER shall report any suspected fraud and abuse involving the Family Care program to MCO Program Integrity Officer within ten (10) business days. This includes administrative fraud within PROVIDER's agency, PROVIDER's knowledge of fraud by MCO members, and PROVIDER's knowledge of fraud by MCO employees.
- J. PROVIDER shall notify PURCHASER immediately of any sanctions imposed by a governmental regulatory agency and/or any criminal investigation(s) involving PROVIDER within five (5) business days of first learning about the sanctions and/or criminal investigation. Notification shall be submitted by PROVIDER to Inclusive Community Resources/Provider Relations Department.
- K. PROVIDER shall supply PURCHASER with copies of any Statement of Deficiency or Letter of Clearance from Department of Health Services for any licensed service within seven (7) days of receipt.
- L. PROVIDER will comply with PURCHASER's reporting policies and documented timelines for submission of member reports, forms, utilization and other data, contract documents, rate agreement documents.
- M. PROVIDER shall identify, respond to, document, and report member incidents to PURCHASER as required in Article V.J.5. of the MCO Contract.

**X. ACCESS TO PREMISES AND INFORMATION; COOPERATION WITH INVESTIGATIONS**

- A. PROVIDER agrees to provide representatives of PURCHASER, as well as duly authorized agents or representatives of the Wisconsin Department of Health Services and the Federal Department of Health and Human Services, access to its premises, and/or medical records in accordance with Article XIII, Section J of the MCO Contract.
- B. To the extent permitted by law, PROVIDER shall fully cooperate with any member-related investigation conducted by PURCHASER, the Wisconsin Department of Health Services, the Federal Department of Health and Human Services, CMS, law enforcement, or any other legally authorized investigative entity.

**XI. WITHHOLDING**

- A. PURCHASER may withhold payments otherwise due PROVIDER if PROVIDER commits a material breach related to this Agreement. Material breach is defined as failing to perform PROVIDER's duties as specified in this Agreement. PURCHASER may hold the payments until PROVIDER corrects its material breach.
- B. PURCHASER may withhold payments otherwise due PROVIDER should PROVIDER fail to submit required reports or documents in whole or within timelines established and documented by PURCHASER.
- C. PURCHASER may withhold any and all new authorizations and/or admissions, or terminate this Agreement if PROVIDER is in violation of this Agreement.
- D. PURCHASER shall suspend payments to PROVIDER pursuant to requirements of the Affordable Care Act, 42 CFR 455.2 and 455.23 if the Department informs the PURCHASER that the PROVIDER is pending investigation because of a credible allegation of fraud.

**XII. LIABILITY OF PURCHASER UNDER DHS CONTRACT**

- A. PURCHASER and PROVIDER acknowledge that PURCHASER has legal liabilities under its contract with DHS and that nothing herein shall relieve, or be construed to relieve, PURCHASER of its obligations under that contract.

**XIII. LICENSURE AND CERTIFICATION**

- A. When applicable, PROVIDER shall maintain all pertinent and required licensure, certification (including Medicaid Certification when providing Medicaid covered service or goods), and/or accreditation during the term of this Agreement and will provide evidence of such to PURCHASER upon or before execution of this Agreement and at each license or certification renewal period thereafter during any and all renewal terms of this Agreement.
- B. All residential PROVIDERS must be in compliance with 42 C.F.R. 441.301(c) (4) before PURCHASER will utilize the setting.
- C. PROVIDER shall immediately notify PURCHASER of any changes or threatened changes to its certification, licensure, or accreditation.
- D. Any health professional certified by Medicaid agrees to provide information about their education, board certification, and re-certification upon request of the PURCHASER.
- E. PROVIDER agrees to provide applicable licensure, certification and accreditation status upon request of PURCHASER and to comply with all applicable regulations regarding said licensure, certification or accreditation.

- F. For Medicaid State Plan services in the Family Care benefit package, PROVIDER shall meet all required licensure and/or certification standards applicable to the service provided, and are consistent with any applicable Department policies and procedures or meet PURCHASER'S provider standards approved by the Department.

#### **XIV. CAREGIVER BACKGROUND CHECKS**

- A. PROVIDER agrees to comply with the provisions of Chapter DHS 12 & 13, WI Administrative Code, Wis. Stat. 50.065, and the Caregiver Background Check Manual. Provider shall conduct caregiver background checks at its own expense on all employees or subcontractors that have direct contact in the course of service provided to a member in accordance with DHS 12.
- B. PROVIDER shall retain in its personnel files all necessary information, to demonstrate compliance with background check requirements herein, including a Background Information Disclosure (BID) Form and results from the Department of Justice (DOJ), the DHS, and the Department of Regulation and Licensing, as well as out of State records, tribal court proceedings and military records on its employees and subcontracted persons. A BID Form is to be completed and caregiver background check conducted on all PROVIDER employees and subcontractors with direct contact of members at the time of hire and every four (4) years thereafter.
- C. PROVIDERS who are individuals or sole proprietors will complete a Background Disclosure (BID) Form for PURCHASER to conduct a caregiver background check at time of initial subcontract and every four (4) years thereafter while this Agreement is in effect.
- D. PROVIDER shall maintain and attest to conducting of caregiver criminal background checks as required during the term of this Agreement and during the renewal term thereof, as well as maintain these records not less than seven (7) years after the termination of this Agreement or any renewal term.
- E. PURCHASER maintains the ability to withhold payment and terminate this Agreement with PROVIDER if PURCHASER deems members may be unsafe based on the findings of past criminal convictions stated in the caregiver background check.
- F. Upon request, members shall have access to background check results for staff directly involved in the programming, care, and supervision of the member.

#### **XV. EXCLUSION FROM STATE AND FEDERAL HEALTH CARE PROGRAMS**

- A. PROVIDER warrants it and its owners, officers, board members, and employees are not excluded from participation, in any Federal health care programs, as defined under 42 U.S.C 1320a-7b(f), or any form of state Medicaid program, and to PROVIDERS knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion.
- B. PROVIDER agrees to notify PURCHASER of the commencement of any such exclusion or investigation within seven (7) business days of first learning of it.
- C. PURCHASER shall have the right to immediately terminate this Agreement upon learning of any such exclusion and shall be kept apprised by the PROVIDER of the status of any such investigation.

#### **XVI. QUALITY ASSURANCE/QUALITY IMPROVEMENT PROGRAMS**

- A. PROVIDER agrees to participate in PURCHASER's quality assurance/quality improvement programs and procedures.
- B. PROVIDER will work collaboratively with PURCHASER upon request to develop a program evaluation plan for continued improvement in the service delivery area, and contribute any required data (such as utilization) requested by PURCHASER in a format specified by PURCHASER regarding quality management programs.
- C. Member records shall be readily available for quality management and utilizations review activities. The member records shall provide adequate medical and care information, and other clinical data needed for quality activities and utilization purposes, and for investigating member appeals and grievances.
- D. PURCHASER will monitor the performance of PROVIDER and collect evidence that both licensed/certified and non-licensed/certified providers continuously meet required licensure, certification, and other standards including, but not limited to: caregiver background checks, education and skills training for individuals who provide services, and reporting of member incidents and other reports/documentation to PURCHASER. If PURCHASER identifies deficiencies or areas for improvement, PROVIDER shall work collaboratively with PURCHASER to make corrections.

#### **XVII. SAFETY AND RISK; USE OF RESTRICTIVE MEASURES**

- A. PROVIDER attests to meeting all applicable OSHA requirements and similar state and federal laws.

- B. PROVIDER agrees to comply with PURCHASER's incident reporting requirements, Wisconsin Elder Abuse and Adults at Risk Reporting Law (2005 Wisconsin Act 388), (Chapter 55 of the Wisconsin Statutes), and Policy on the Use of Restrictive Measures. PURCHASER's Incident Reporting Policy and Guideline includes explanation of who must report, when reports are required and PROVIDER responsibilities and reporting requirements. PURCHASER's Restrictive Measure's policy includes any type of restraint, isolation, seclusion, protective equipment, or medical restraint. PURCHASER's State approved Incident Reporting Policy and Guideline and Policy on Use of Restrictive Measures are available by contacting the Inclusive Community Resources/Provider Relations Department.

#### **XVIII. INDEMNIFICATION**

- A. PROVIDER agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the PURCHASER and its agents, officers and employees, from and against all loss or expense including attorney's fees and court costs by reason of liability for damages including suits at law or in equity, legal or administrative claims, caused by any wrongful, intentional, or negligent act or omission of the PROVIDER, or its (their) agents and/or subcontractors which may arise out of or are connected with the activities covered by this Agreement. PROVIDER'S aforesaid indemnity and hold harmless agreement shall not apply to liabilities, losses, charges, costs, or expenses caused by the sole negligence or willful misconduct of PURCHASER, its agents, officers and employees. This indemnity provision shall survive the termination or expiration of this Agreement.
- B. PROVIDER agrees to indemnify the PURCHASER for any amount PURCHASER may be required to repay to the Wisconsin Department of Health Services by virtue of payments to PROVIDER by PURCHASER under this contract that the Department of Health Services determines to be overpayments or inappropriate payment.
- C. In the event of any action, suit, or proceedings against PROVIDER upon any matter herein indemnified against, PROVIDER shall within five (5) business days cause notice in writing thereof to be given to PURCHASER by certified mail. PROVIDER shall cooperate with PURCHASER and its attorneys in defense of any action, suit, or other proceeding.

#### **XIX. INSURANCE**

- A. PROVIDER agrees that in order to protect itself as well as PURCHASER and its officers, Boards, and employees under the indemnity provisions set forth in the paragraph above, PROVIDER will at all times, during the terms of this Agreement, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Insurance requirements by provider type are specified in Appendix C of this Agreement.
- B. PROVIDER agrees to supply PURCHASER proof of required insurance during the term of this subcontract at each insurance renewal period by promptly submitting to PURCHASER copy of insurance face sheet or declarations page.
- C. PURCHASER shall be given thirty (30) days advanced written notice of any cancellation or non-renewal of insurance during the term of this Agreement.
- D. PURCHASER may require PROVIDER to include PURCHASER as an additional insured under the required insurance during the term of this subcontract or any renewal thereof.

#### **XX. FINANCIAL AUDIT REQUIREMENTS**

- A. Purchaser may require a financial audit from Provider, if Purchaser, at its discretion, determines that Provider's financial condition may be affecting the quality of member care.
- B. PROVIDERS who have independent audits conducted due to State or Federal requirements may submit these existing audits to PURCHASER to meet the requirements stated in this Article XX. However, if the PROVIDER does not conduct an audit other than to meet the expectation of PURCHASER, the audit shall be in accordance with the PROVIDER Agency Audit Guide, Program Audit.
- <http://www.dhs.wisconsin.gov/grants/Audit/auditdept/index.HTM>

#### **XXI. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICES OR GOODS**

PROVIDER and PURCHASER understand and agree that the eligibility of individuals to receive services or goods to be purchased under this Agreement from PROVIDER will be determined by PURCHASER.

#### **XXII. CONDITIONS OF THE PARTIES OBLIGATIONS**



- A. This Agreement is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Wisconsin Department of Health Services shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this Agreement shall be construed to supersede the lawful powers and duties of either party. PROVIDER shall observe and comply with all Federal and State law in effect when this Agreement is signed or which may come into effect during the term of this Agreement.
- C. It is understood and agreed the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. If PROVIDER subcontracts any services or goods provision intended for PURCHASER (MCO) reimbursement, PROVIDER shall give prior written notification of such subcontracting to PURCHASER. PURCHASER reserves the right to approve, suspend or terminate any subcontractor selected by PROVIDER. At any time, PURCHASER may, but shall not under any circumstance be required to, review, approve, approve with modification, impose conditions or limitations or deny any and all subcontracts under this Agreement at its sole discretion and without the need to demonstrate cause. PROVIDER shall ensure its subcontractors are bound by, and comply with, the terms and conditions of this Agreement.
- E. PURCHASER and PROVIDER agree to prohibit communication, activities or written materials that are discriminatory or make any assertion or statement, that the PURCHASER or PROVIDER is endorsed by CMS, the Federal or State government, or any other entity. Residential services are prohibited from providing marketing/outreach activities or materials which claim in marketing its services to the general public, that the Family Care, Partnership or PACE programs will pay for an individual to continue to receive services from PROVIDER after the individual's private financial resources have been exhausted or otherwise influence member enrollment in a specific MCO.
- F. PROVIDER will submit utilization data in the format specified by PURCHASER so as to allow PURCHASER to fulfill its Reports and Data requirements under the MCO Contract. The data submitted by PROVIDER shall comply with state and federal laws regarding confidentiality of member information.

### **XXIII. REVISIONS, RENEWAL, AND/OR TERMINATIONS**

- A. PROVIDER'S failure to comply with any part of this Agreement may be considered cause for revision, suspension or termination of this agreement.
- B. Revision of this Agreement must be agreed to by PURCHASER and PROVIDER by contract rider signed by the authorized representatives of both parties. Notwithstanding the foregoing, this Agreement shall automatically incorporate any modifications that are mandated by changes in federal or state laws, rules or regulations, amendments to Wisconsin's CMS approved waivers or the state Medicaid plan or modifications required by DHS under the MCO Contract. PURCHASER will provide PROVIDER with notice of any such mandatory contract modifications.
- C. This Agreement may be immediately terminated or suspended due to deficiencies in quality or quantity of service or goods rendered. PROVIDER shall notify PURCHASER, in writing, whenever it is unable to provide the required quality or quantity of service or goods. Upon such notification, PURCHASER shall determine whether such inability will require a revision or termination of this Agreement.
- D. Either party may terminate this Agreement for any reason or no reason at all upon sixty (60) days' written notice. PROVIDER shall submit to PURCHASER sixty (60) days' written notice prior to ending business, transfer/sale of business, or ending a service/good contained in this Agreement and provided to members. Written notice shall be submitted to the Inclusa, Inc., Attn: Community Resources and Provider Relations Department.
- E. In the event the Agreement or any contracted services or goods is terminated or not renewed by either PURCHASER or PROVIDER, PROVIDER and PURCHASER agree to cooperate in transitioning provision of services or goods provided to eligible members under this Agreement to PURCHASER or to another PROVIDER designated by PURCHASER.
- F. PROVIDER may appeal PURCHASER's decision to non-renew or terminate this Agreement by submitting a written request for appeal to: Inclusa, Inc., Attn: Chief Community Resources and Quality Officer at 3349 Church Street, Suite 1, Stevens Point, WI 54481. Appeal must be received within thirty (30) days of receiving notice of PURCHASER's decision to non-renew or terminate the Agreement.
- G. PURCHASER reserves the right to cancel any Agreement in whole or in part without required notice and without penalty due to non-appropriation of funds by the State of Wisconsin or any other funding source.

**XXIV. HIPAA COMPLIANCE**

PROVIDER agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and their implementing regulations codified at 45 C.F.R. Parts 160 and 164 ("HIPAA Rules") and other applicable state and federal privacy laws regarding health information, all as amended from time to time, to the extent those laws and regulations apply to the services the PROVIDER provides under this Agreement.

**XXV. NON-DISCRIMINATION**

- A. PROVIDER agrees to comply with all non-discrimination requirements and all applicable affirmative action and civil rights compliance laws and regulations, both state and federal, including those listed at <http://www.dhs.wisconsin.gov/civilrights/>
- B. Documentation demonstrating compliance with this Article shall be available for review upon request by authorized PURCHASER designees.

**XXVI. CULTURAL COMPETENCY**

PROVIDER recognizes and incorporates in its programming and services the importance of cultural values by honoring members' beliefs, being sensitive to cultural diversity (including members with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities and regardless of gender, sexual orientation or gender identity), and fostering in staff attitudes and interpersonal communication styles which respect members' cultural backgrounds. This cultural sensitivity will be demonstrated in written and verbal communication with the member and their family, and in training of the PROVIDER's staff who deliver the service.

**XXVII. MISCELLANEOUS**

- A. Governing Law and Choice of Venue: This Agreement and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of laws provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in Portage County Circuit Court, State of Wisconsin or the United States District Court for the Western District of Wisconsin. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens, lack of personal jurisdiction or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state court located in Portage County, Wisconsin or the United States District Court for the Western District of Wisconsin shall have subject matter and in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.
- B. Waiver: Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.
- C. Severability: If any provision of this Agreement is held unlawful or invalid by a court or administrative decision, it shall be deemed severable and such unlawfulness or invalidity shall not in any way affect any other provision of this Agreement which can be given effect without the unlawful or invalid provision.
- D. Assignability: This Agreement is not assignable by the PROVIDER either in whole or in part, without the prior written consent of the PURCHASER.
- E. Access/Availability: PROVIDER attests to offer hours of operation that are no less than the hours of operation offered to commercial clients/patients or comparable to Medicaid fee-for-service recipients if PROVIDER serves only Medicaid recipients.
- F. Accessibility: PROVIDER agrees to provide, as appropriate, physical access, reasonable accommodations, and accessible equipment to members with physical and/or mental disabilities.
- G. PROVIDER has read and understands all applicable policies and procedures referenced in this Agreement and pertinent to the service or goods provided, including Program Integrity reporting and investigation requirements



detailed in the Program Integrity Policy and Procedure, available by contacting the Inclusa Community Resources/Provider Relations Department.

- H. PROVIDER agrees to educate and disseminate all applicable Agreement terms, expectations in service delivery and provision of goods, as well as ongoing communication provided by PURCHASER to its employees and subcontractors involved in serving members.
- I. Compliance of Applicable Law: PROVIDER shall observe and comply with all federal and state law in effect when this Agreement is signed or which may come into effect during the term of this Agreement, which in any manner affects the PROVIDER's performance under this Agreement.

**XXVIII. SIGNATURES**

- A. This Agreement is mutually agreed upon and approved by the authorized representatives of Includa, Inc. and City of Berlin.
- B. The parties in execution of this Agreement certify that each has lawful authority to enter the agreement and that each has read and agreed to abide by all of its terms.
- C. This Agreement becomes null and void if the time between PURCHASER's authorized representative signature and PROVIDER authorized representative signature on this Agreement exceeds sixty (60) days.

**PROVIDER's Authorized Representative,**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER's Authorized Representative,**

\_\_\_\_\_  
Purchaser's Authorized Representative  
Includa, Inc.  
Chief Executive Officer

Date: \_\_\_\_\_

**APPENDIX A : City of Berlin**

**202778-2020-00**

**REIMBURSEMENT FOR AUTHORIZED SERVICES**

**PURCHASER AND PROVIDER AGREE:**

1. Reimbursement for authorized services provided to eligible members will be determined in accordance with this Appendix and the Agreement between PROVIDER and Inclusa, Inc. (PURCHASER).
2. This Appendix A shall be the controlling Appendix A and supersede any and all previous Appendix A documents and/or Services, Rates, Special Provisions (SRSP) documents.

**METHOD OF PAYMENT:**

1. PURCHASER will reimburse PROVIDER based upon billed authorized units of service delivered at the agreed upon unit rate as indicated below.
2. When 'MA Rate' is indicated in Rate column, PURCHASER will reimburse PROVIDER based on current Medical Assistance (MA) designated procedure codes and rates as published by the Wisconsin Medical Assistance Program.

**TOTAL COST:**

1. PURCHASER will only reimburse for services or goods listed and authorized by PURCHASER at the agreed upon rates listed below.
2. PROVIDER understands that the total amount to be paid pursuant to the Agreement shall not exceed an amount equal to the number of PURCHASER authorized actual units of service or goods delivered by the PROVIDER.

**SPECIFIC TO EXPANSION COUNTIES AS OF 7/1/2017**

1. Non-residential PROVIDERS – Current rates are specific to transitioning waiver participants. Rates for new referrals will be determined through collaboration with Inclusa, Inc. Community Resources/Provider Relations Contracting Staff.
2. Residential PROVIDERS – Current rates are specific to transitioning waiver participants. Rates for new referrals will be determined through utilization of Inclusa, Inc.'s Residential Rate Setting Methodology.

*Services with a \* indicates service is new or changed*

SPC	Service Description	Procedure Code/Modifier	Procedure Code Description	Effective Date of Rates	Rate	Unit Type
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**City of Berlin**

**Berlin Senior/**

10710	Transportation- Medical Accessible van	T2003-RD	Medical non-emergency transportation; per encounter/trip	01/01/2018	\$10.00	Each
10710	Transportation- Medical Wild Rose	T2003-RD	Medical non-emergency transportation; per encounter/trip	01/01/2018	\$50.00	Each
10710	Transportation- Medical Montello	T2003-RD	Medical non-emergency transportation; per encounter/trip	01/01/2018	\$50.00	Each
10710	Transportation- Medical in town	T2003-RD	Medical non-emergency transportation; per encounter/trip	01/01/2018	\$2.00	Each
10710	Transportation- Medical Appleton	T2003-RD	Medical non-emergency transportation; per encounter/trip	01/01/2018	\$50.00	Each

10710	Transportation- Medical Wautoma	T2003-RD	Medical non-emergency transportation; per encounter/trip	01/01/2018	\$40.00	Each
10710	Transportation- Medical Fond du Lac	T2003-RD	Medical non-emergency transportation; per encounter/trip	01/01/2018	\$50.00	Each
10710	Transportation- Medical Madison	T2003-RD	Medical non-emergency transportation; per encounter/trip	01/01/2018	\$100.00	Each
10710	Transportation- Medical Oshkosh	T2003-RD	Medical non-emergency transportation; per encounter/trip	01/01/2018	\$40.00	Each
10710	Transportation- Medical Ripon	T2003-RD	Medical non-emergency transportation; per encounter/trip	01/01/2018	\$40.00	Each

**APPENDIX A Signatures: City of Berlin**  
**202778-2020-00**  
**REIMBURSEMENT FOR AUTHORIZED SERVICES**

**PROVIDER's Authorized Representative,**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER's Authorized Representative,**

\_\_\_\_\_  
Purchaser's Authorized Representative  
Inclusa, Inc.  
Chief Executive Officer

Date: \_\_\_\_\_

**\*PROVIDER: Provide a copy of this Appendix to your Billing Department**

Remit Invoices to: **Wisconsin Physicians Service Insurance Corporation (WPS)**

# Inclusa, Inc.

## APPENDIX C - Provider Insurance Coverage Minimums

<b><u>Non-Residential Services:</u></b>		<b>Professional Liability Requirements</b>	<b>General Liability Requirements</b>	<b>Auto Liability</b> **Required when transportation of member is part of service**	<b>Workers Comp-</b> must follow state law
<b>Works directly with Inclusa Members</b>	No Employees/ Self-Employed	\$1 Million	\$1 Million	\$1 Million / occurrence	Not Required
	Fewer than 25 Employees	\$1 Million	\$1 Million	\$1 Million / occurrence	Required
	25 or More Employees	\$1 Million + Umbrella strongly recommended	\$1 Million + Umbrella strongly recommended	\$1 Million / occurrence	Required
<b>Does NOT have direct contact/care with Inclusa Members</b>	No Employees/ Self-Employed	Not Required	\$1 Million	\$100,000 per person \$300,000 per occurrence \$100,000 property	Not Required
	Fewer than 25 Employees	Not Required	\$1 Million	\$100,000 per person \$300,000 per occurrence \$100,000 property	Required
	25 or More Employees	Not Required	\$1 Million + Umbrella strongly recommended	\$100,000 per person \$300,000 per occurrence \$100,000 property	Required

<b><u>Residential Services:</u></b>		<b>Professional Liability Requirements</b>	<b>General Liability Requirements</b>	<b>Auto Liability</b> **Required when transportation of member is part of service**	<b>Workers Comp-</b> must follow state law
<b>Owner-Occupied 1-2 bed Adult Family Home and Respite Homes</b>	Owner lives in the Adult Family Home	Inclusa strongly recommends providers obtain professional liability coverage if not caring for a related family member	Inclusa strongly recommends providers obtain general liability coverage if not caring for a related family member	\$100,000 per person/ \$300,000 per occurrence / \$100,000 property	Not Required
	<b>Homeowners/Renters: \$300,000 Combined single limit (bodily injury and property damage) Required</b>				
<b>Corp 1-2 Bed and Licensed Adult Family Homes</b>	AFH with owner/staff working in the home or Licensed 3-4 Bed	\$1 Million per occurrence	Homeowners/Renters: \$300,000 Combined single limit (bodily injury and property damage)	\$100,000 per person/ \$300,000 per occurrence / \$100,000 property	Required per applicable state laws based on number of employees
<b>CBRF, RCAC, Corporate Adult Family Homes</b>	Fewer than 100 Beds (all facilities combined)	\$1 Million per occurrence \$2 Million general aggregate + Umbrella strongly recommended	\$1 Million per occurrence \$2 Million general aggregate + Umbrella strongly recommended	\$1 Million / occurrence	Required
	100 Beds or More (all facilities combined)	\$1Million/\$2 Million + Umbrella strongly recommended	\$1Million/\$2 Million + Umbrella strongly recommended	\$1 Million / occurrence	Required

01/21/2020



## Appendix G Incident Reporting Attestation Form

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Inclusa and contracted providers must comply with all applicable state statutes and rules including, but not limited to, HFS 132.33 and 132.60, HFS 82.10, HFS 83.21, HFS 88.10, ch.51.61 (1) (i) Stats and s. HFS 94.10 Wis. Adm. Code, in the use of isolation, seclusion, physical, and chemical restraints. Inclusa Restrictive Measures Policy covers the approval process as directed by ch.51.61 (1) (i) Stats and s. HFS 94.10 Wis. Adm. Code.

By signing this Attestation form; Provider attests that they have reviewed the Provider Incident Reporting PowerPoint Training located on the Inclusa.org website in the Provider Resources section. Provider also attests that they understand the contractual requirements of the training and will also educate all applicable staff working directly with Inclusa members.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## Appendix H Caregiver Background Checks Attestation Form



### APPENDIX H Caregiver Background Checks Attestation Form

- A. Provider shall comply with the provisions of HFS 12, Wis. Admin Code.
- B. Provider shall conduct background checks at its own expense of all employees assigned to do work for the Purchaser under this contract.
- C. Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, and the Department of Regulation and Licensing, as well as out of State Records, tribal court proceedings and military records.
- D. Provider shall not assign any individual to conduct work under this contract who does not meet with requirement of this law.
- E. Provider shall train its staff to immediately report all allegations of misconduct to their immediate supervisor, including abuse and neglect of a member or misappropriation of member's property. Staff shall also report to their immediate supervisor, as soon as possible, but no later than the next working day, when they have been convicted of any crime or have been, or are being investigated by any government agency for any act or offense (HFS 12.07 (1)).
- F. The Provider shall notify the Purchaser in writing via certified mail within one (1) business day if an employee has been charged with or convicted of any crime specified in HFS 12.07(2).
- G. Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. Purchaser may audit Provider Personnel files to assure compliance with State of Wisconsin Caregiver Background Check Policy.
- H. After the initial background check at the time of employment, licensure or contracting, the Provider must conduct a new Caregiver Background Check every (4) years, or at any time within that period, if the Provider has reason to believe a new check should be obtained.

Provider signature certifies that it meets all applicable requirements for Caregiver Background Checks.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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# Wisconsin's Contract Compliance Law

Wisconsin Statute 16.765 interpreted by the Department of Administration in Administrative Rules, Ch. Adm. 50

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Wisconsin's Contract Compliance Law protects the rights of all employees and applicants for employment with entities that do business with the State of Wisconsin. The law requires these entities to conduct their employment programs free from unlawful discrimination to fully utilize their human resources.

## ORGANIZATIONS CONTRACTING WITH THE STATE OF WISCONSIN AGREE THAT:

- It is illegal when under contract with state agencies to treat persons unequally or otherwise discriminate in employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin.
- Contractors agree not to discriminate against job applicants and employees in recruitment, promotion, training, apprenticeship, demotion or transfer, termination and compensation.
- Contractors agree to take affirmative action to develop a balanced workforce.

## COMPLAINT PROCEDURE:

- Any complaint authorized by s.16.765 (6), Stats., shall be filed with the contract compliance office of the department at 101 E. Wilson St., Madison, Wisconsin, 53703.
- The complaint shall be in writing and shall state the basis for the complaint. The department shall offer to assist the complainant in drafting the complaint.
- The complainant and the contractor shall be kept informed of the status of the matter by the department after a complaint is filed. A copy of the investigative report and notice of final disposition of the complaint shall be given to the complainant and the contractor.

**EVERY CONTRACTOR WITH THE STATE OF WISCONSIN MUST POST NOTICES IN CONSPICUOUS PLACES WHICH ARE AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHICH EXPLAIN WISCONSIN'S CONTRACT COMPLIANCE LAW (s. 16.765, WIS. STAT.)**

**ALL WISCONSIN EMPLOYERS ALSO ARE REQUIRED TO POST COPIES OF THE WISCONSIN FAIR EMPLOYMENT LAW. (s. 111.31, WIS. STAT.)**

*This Poster is available in alternate formats to individuals with disabilities upon request. Please call the Wisconsin Contract Compliance Program at (608) 266-5462 (voice) or (608) 267-9629 (TTY), or write to Wisconsin Contract Compliance Program, 101 E. Wilson St., 6<sup>th</sup> floor, Madison WI 53703-3405*

DATE: June 2, 2020

TO: Common Council

FROM: Jodie Olson

**RE: Municipal Court Ordinance and Municipal Court Intergovernmental Agreement**

BACKGROUND: The Town of Fond du Lac and the Village of St. Cloud wish to join the municipal court so all participating municipalities need to modify our current ordinances and intergovernmental agreements to accommodate them coming on board.

The ordinance and intergovernmental agreement are attached.

**RECOMMENDATIONS:**

**Municipal Court Ordinance.** RECOMMENDATION: Recommend to Common Council to approve ordinance amending the Code of Ordinances Relating to the Establishment of a Municipal Court.effective July 15, 2020.

**Municipal Court Intergovernmental Agreement.** RECOMMENDATION: Approve the Intergovernmental Agreement for North Fond du Lac to Provide Municipal Court Services to the Cites of Fond du Lac and Ripon, Villages of Brandon, Campbellsport, Fairwater, N. Fond du Lac, Oakfield and St. Cloud, the Towns of Empire, Fond du Lac, Oakfield, Osceola, Ripon and Taycheedah in Fond du Lac County, and the Cities of Berlin, Green Lake, Markesan and Princeton in Green Lake County and the City of Berlin in Waushara County to Commence on July 15, 2020.

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AN ORDINANCE AMENDING THE CODE OF ORDINANCES  
RELATING TO THE ESTABLISHMENT OF A MUNICIPAL COURT

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

Ordinance 9-19 adopted by the Common Council on December 10, 2019, and Ordinance 02-20 adopted by the Common Council on January 14, 2020, are both hereby repealed and replaced with the following:

Section 1-19(d) of the Code of Ordinances of the City of Berlin shall be amended as follows:

Sec. 1-19. – Municipal Court

... (d) **Jurisdiction.** The municipal court shall have jurisdiction over incidents occurring on or after ~~May 1, 2019~~ July 15, 2020, as provided in Article VII, §14 of the Wisconsin Constitution, Wis. Stats. § 755.045 and Wis. Stats. § 755.05, and as otherwise provided by State Law. In addition, it shall have exclusive jurisdiction over actions in the municipalities that are parties to the agreement seeking to impose forfeitures for violations of municipal ordinances, resolutions and by-laws.

...

All remaining subsections of Sec. 1-19 of the Code of Ordinances of the City of Berlin not otherwise expressly amended herein shall remain in full force and effect.

This ordinance shall be effective on day after publication or July 15, 2020, whichever is later.

The numeric section numbers and headings shall be subject to modification in the discretion of the codifier, and the approval of the City Attorney, during codification into the city's current Code of Ordinances.

Passed, approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

ROLL CALL VOTE:

CITY OF BERLIN:

\_\_\_\_ AYES  
\_\_\_\_ NAYS  
\_\_\_\_ ABSENT

BY: \_\_\_\_\_  
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

ATTEST: \_\_\_\_\_  
Jodie Olson, City Clerk

\_\_\_\_\_  
Matthew G. Chier, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR NORTH FOND DU LAC  
TO PROVIDE MUNICIPAL COURT SERVICES  
TO THE  
CITIES OF FOND DU LAC AND RIPON, VILLAGES OF BRANDON, CAMPBELLSPORT, FAIRWATER,  
NORTH FOND DU LAC, OAKFIELD AND ST. CLOUD AND THE TOWNS OF EMPIRE, FOND DU LAC,  
OAKFIELD, OSCEOLA, RIPON, AND TAYCHEEDAH IN FOND DU LAC COUNTY  
AND  
THE CITY OF BERLIN IN GREEN LAKE AND WAUSHARA COUNTIES, THE CITIES OF GREEN LAKE,  
MARKESAN AND PRINCETON IN GREEN LAKE COUNTY**

**I. PREAMBLE**

This Intergovernmental Agreement is entered into, pursuant to Section 66.0301 of the Wisconsin Statutes by the Cities of Berlin, Fond du Lac, Green Lake, Markesan, Princeton and Ripon, the Villages of Brandon, Campbellsport, Fairwater, North Fond du Lac, Oakfield and St. Cloud and the Towns of Empire, Fond du Lac, Oakfield, Osceola, Ripon and Taycheedah (together, the "municipalities") for the provision of Municipal Court services by the Village of North Fond du Lac to the Cities of Berlin, Fond du Lac, Green Lake, Markesan, Princeton, and Ripon, the Villages of Brandon, Campbellsport, Fairwater, Oakfield and St. Cloud and the Towns of Empire, Fond du Lac, Oakfield, Osceola, Ripon and Taycheedah.

**II. SERVICES TO BE PROVIDED FOR MUNICIPAL COURT BY NORTH FOND DU LAC**

**A. Operational Court Services**

The Village of North Fond du Lac shall provide municipal court services as required by law and subject to the ordinances of the municipalities.

**B. Personnel**

The Village of North Fond du Lac shall employ sufficient staff to perform the municipal court services required by the Agreement and by Wisconsin State Statute.

**C. Location and Equipment**

The Village of North Fond du Lac shall provide sufficient court office space, as required pursuant to Section 755.09, Wis. Stats. and storage, as well as computers, up-to-date programs and software and other office equipment as deemed necessary to provide court services to member municipalities.

**D. Cooperation**

The Village of North Fond du Lac shall cooperate with the Court Executive Committee.

**III. RESPONSIBILITIES OF MEMBER MUNICIPALITIES**

- A. Each member municipality shall provide to the court electronic data in a form compatible with the court computer software.
- B. Each member municipality where court services are held shall provide armed court security for the times during which court is in session.
- C. Member municipalities shall cooperate in the collection of forfeitures by the court. The collection of penalties and surcharges will be in accordance with the requirements of Section 757.05(1)(c), (2), Wis. Stats.

#### **IV. FINANCES**

- A. Each member municipality agrees that the Village of North Fond du Lac may retain court fees collected for each citation disposed of by the court as allowed by the State of Wisconsin to offset operating expenditures. No court fees shall be collected from member municipalities in cases where a forfeiture has been assessed against a defendant in which the court has been unable to collect said forfeiture.
- B. It is agreed that funds in excess of operating expenses will be retained by the Village of North Fond du Lac and that any expenditures exceeding expenses will be absorbed by the Village of North Fond du Lac. The budget of the municipal court shall be separate from or contained on a separate line from, the budget or line items of all other North Fond du Lac Departments as required under Section 755.01(1), Wis. Stats.
- C. All forfeitures collected by the court for member municipalities shall be remitted to the municipalities in accordance with state statute.
- D. The court agrees to vigorously attempt to collect all outstanding forfeitures utilizing statutorily permitted means available to the court.

#### **V. LOCATIONS OF COURT SESSIONS**

- A. Locations for court sessions shall be mutually agreed upon by the municipality and the court.

#### **VI. COURT EXECUTIVE COMMITTEE**

- A. The Lakeside Municipal Court Executive Committee shall be composed of one (1) representative from each member municipality. Each of these members may appoint, at their discretion, an alternate to serve in their place or absence. Members or alternates may not be employees of the municipality's police department.
- B. The membership shall elect from its members a chairperson to preside at its meetings and a vice-chair to act in the absence of the chair and shall designate a recording secretary. Terms shall be two years. Chair and vice-chair may serve two consecutive terms.
- C. The Court Executive Committee shall hold annual meetings at a place and time to be fixed by the committee for the purpose of reviewing functions of the court. Special meetings may be held whenever called by its Chair or, on written request of two (2) members of the municipalities. The clerks of the municipalities and the members of the Executive Committee shall be notified at least seven (7) days prior to any regular or special meetings. The Court Executive Committee shall keep a written record of its proceedings. Meeting records shall be kept in the Municipal Court office.
- D. A majority of the members of the Court Executive Committee at a meeting shall constitute a quorum for all purposes.
- E. In order for a motion to be adopted or for any recommendations to be made to the court or the Village of North Fond du Lac, a simple majority vote of all members of the committee at the meeting is required.
- F. The Court Executive Committee may adopt rules, policies, and/or by-laws as it deems necessary.

This Agreement shall commence July 15, 2020. Any party may, with 180 days written notice and at the end of the judge's term, provide notice of termination of its participation in this Agreement. Notice of termination must be in writing and delivered by personal service or by certified mail, return receipt requested, to the clerk of the other municipalities and to the court.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
City / Village / Town Official

Attest: \_\_\_\_\_  
Clerk