



HEALTH AND HUMAN SERVICES COMMITTEE MEETING AGENDA

Date & Time of Meeting: **Wednesday, March 2, 2022, at 4:00 p.m.**

Meeting Location: **WebEx/ Courthouse Assembly Room (B105), 500 Forest Street, Wausau WI**

Committee Members: Tim Buttke, Chair; Michelle Van Krey, Vice-chair; Kelley Gabor, Dennis Gonnering, William Harris, Donna Krause, Tom Seubert

Marathon County Mission Statement: *Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12-20-05)*

Committee Mission Statement: *Provide leadership for the implementation of the strategic plan, monitoring outcomes, reviewing and recommending to the County Board policies related to health and human services initiatives of Marathon County.*

The meeting site identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Health & Human Services Committee members and the public to attend this meeting remotely. Instead of attendance in person, Committee members and the public may attend this meeting by **telephone conference**. If Committee members or members of the public cannot attend remotely, Marathon County requests that appropriate safety measures, including adequate social distancing, be utilized by all in-person attendees. Persons wishing to attend the meeting by phone may call into the **telephone conference beginning five (5) minutes prior to the start time indicated above using the following number:**

Phone#: 1-408-418-9388

Access Code: 146 159 7938

The meeting will also be broadcast on Public Access or at <https://tinyurl.com/MarathonCountyBoard>

When you enter the telephone conference, **PLEASE PUT YOUR PHONE ON MUTE!**

1. **Call Meeting to Order**
2. **Public Comment (15 Minutes)** *(Any person who wishes to address the County Board, or one of its committees, during the "Public Comment" portion of meetings, must provide his or her name, address, and the topic he or she wishes to present to the Marathon County Clerk, or chair of the committee, no later than five minutes before the start of the meeting.)*
3. **Approval of the February 2, 2022, Health & Human Services Committee Meeting and February 22, 2022, special meeting minutes.**
4. **Policy Issues Discussion and Potential Committee Determination:**
5. **Operational Functions required by Statute, Ordinance, or Resolution:**
6. **Educational Presentations and Committee Discussion**
 - A. Memorandum of Understanding between Marathon County, NCHC, and Wausau Area Transit System for Specialized Transportation Assistance (Dave Mack)
7. **Next Meeting Time, Location, Announcements and Agenda Items:**
 - A. Committee members are asked to bring ideas for future discussion
 - B. Next Scheduled Meeting: **April 6, 2022, at 4:00 p.m.**

7. Adjournment

**Any person planning to attend this meeting who needs some type of special accommodation to participate should call the County Clerk's Office at 261-1500 or e-mail countyclerk@co.marathon.wi.us one business day before the meeting*

SIGNED /s/ Tim Buttke
Presiding Officer or Designee

EMAILED TO: Wausau Daily Herald, City Pages, and
Other Media Groups
BY: T. Ranallo
DATE & TIME: 2/25/2022 at 1:20pm

NOTICE POSTED AT COURTHOUSE
BY: T. Ranallo
DATE & TIME: 2/25/2022 at 1:20pm



HEALTH AND HUMAN SERVICES COMMITTEE MEETING MINUTES

Wednesday, February 2, 2022, at 4:00 p.m.

WebEx/ Courthouse Assembly Room (B105), 500 Forest Street, Wausau WI

Members	Present/Web-Phone	Absent
Chair Tim Buttke		Excused
Vice Chair Michelle Van Krey	W	
Kelley Gabor		X
Dennis Gonnering	W	
William Harris	W	
Donna Krause	X	
Tom Seubert	W	

Also present/WebEx: Lance Leonhard, Jean Maszk, Kim Trueblood, Laura Scudiere, Vicki Tylka, Toshia Ranallo, and members from the public.

1. Call Meeting to Order

Vice Chair Van Key called the meeting to order at 4:00 pm.

2. Public Comment

Approval of the Minutes:

3. MOTION BY HARRIS; SECOND BY SEUBERT TO APPROVE THE DECEMBER 1, 2021, HEALTH & HUMAN SERVICES COMMITTEE MEETING AND THE JANUARY 5, 2022, JOINT PUBLIC SAFETY AND HEALTH & HUMAN SERVICES COMMITTEE MEETING MINUTES. MOTION CARRIED.

4. Policy Issues Discussion and Potential Committee Determination: None

5. Operational Functions required by Statute, Ordinance, or Resolution: None

6. Educational Presentations and Committee Discussion

A. ADRC Update Presentation

Discussion:

Mike Rhea provided an update on ADRC services and how they impact Marathon County customers who use them. See highlights below:

- The ADRC provides services to Marathon, Wood, Lincoln, and Langlade Counties through an intergovernmental agreement required by the state.
- The ADRC is the first stop to obtain resources for aging or disability care needs.
- Services include but not limited to: Meals on Wheels, nutritional programs, caregiver support coordination, assist with finding financial resources, and healthy living and prevention-based programming.
- The ADRC provides the Initial eligibility determination for Wisconsin long-term care programs such as Family Care and IRIS:
Family Care is a long-term care program that helps frail elders and adults with disabilities get the services they need to remain in their homes, instead of moving to institutional or residential care. Family Care offers services to foster independence and quality of life for members.
IRIS is short for Include, Respect, and I Self-Direct, a self-directed long-term care option for adults with disabilities who qualify for Medicaid.
- There are two new Dementia Care Specialists serving the four counties who provide families with educational opportunities and support.
- In 2021 an estimated 65,000 meals were served within Marathon County. However, this is a decrease from 2020 serving 74,000 meals. To be eligible, individuals must be 65 and older and primarily homebound.
- ADRC Resource Specialists served an estimated 4,000 individuals in 2021
- 270 Marathon County residents were assisted in enrollments for long-term care programs

- There is a meal site located at the 500 Grand Ave apartment building for participates that can be somewhat mobile, and a new meal site to open soon at the Hmong American Center.
 - The ADRC can be reached at (888) 486-9545 or can be visited online at adrc.cw.org
- B. KATS Presentation

Discussion:

Kathy Buckli gave a presentation on the Keep Area Teen Safe (KATS) program. KATS is a non-profit donation and grant-based facility providing services for runaway and homeless youth. They provide meals, case management, connection to mentorship, academic support, and other community services in central Wisconsin. Presentation materials can be viewed in the packet located on the [county website here](#).

- C. Update on proposed revisions to the Intergovernmental Agreement Establishing a Multi-County Department of Community Programs – North Central Community Services Program

Discussion:

Administrator Leonard gave an overview of potential revisions to the Tri-County agreement suggested by Attorney Andy Phillips from Von Briesen & Roper, S.C. More specifically, utilizing Chapter 59.52 of the WI Statutes.

- Clarifying how many members serve on the Programs Board (NCCSPB), how they are appointed, and potential removal process
- What the relationship looks like between the multi-county department's CEO, the Programs Board, and ensuring a strong tie to each of the three county governments
- Move toward the architecture of a single county department where the oversight is tailored to the county's administrative officers as opposed to the appointed multi-county board
- The agreement is currently being reviewed by legal counsel and the Department of Health Services

Follow Up:

Once the legal review is complete, schedule a HHSC special meeting and have Attorney Phillips present a final revision to each of the county boards in February.

7. Next Meeting Time, Location, Announcements and Agenda Items:

- A. Committee members are asked to bring ideas for future discussion
- B. Next Scheduled Meeting: **March 2, 2022, at 4:00 p.m.**

7. Adjournment

MOTION BY GONNERING; SECOND BY KRAUSE TO ADJOURN THE MEETING AT 5:35 P.M. MOTION CARRIED.

The recording of the meeting can be accessed at the link below. <https://tinyurl.com/MarathonCountyBoard>

Respectfully submitted by,
Toshia Ranallo



SPECIAL HEALTH AND HUMAN SERVICES COMMITTEE MEETING MINUTES

Tuesday, February 22, 2022, at 2:30 p.m.

WebEx/ Courthouse Assembly Room (B105), 500 Forest Street, Wausau WI

Members	Present/Web-Phone	Absent
Chair Tim Buttke	X	
Vice Chair Michelle Van Krey		Excused
Kelley Gabor	X	
Dennis Gonnering	X	
William Harris	X	
Donna Krause	X	
Tom Seubert		Excused

Also Present/WebEx: Kurt Gibbs, Lance Leonhard, Any Phillips, Robin Stowe, and Toshia Ranallo.

1. Call Meeting to Order

Chair Buttke called the meeting to order at 2:30 pm.

2. Public Comment - None

3. Approval of Minutes - None

4. Policy Issues Discussion and Potential Committee Determination:

A. Potential Revisions to NCHC Tri-County Agreement

This item will include a motion to go into closed session: **MOTION BY GABOR; SECOND BY HARRIS TO MOVE TO GO INTO CLOSED SESSION, PURSUANT TO WIS. STAT. SECTIONS 19.85 (C), (E) AND (F), FOR THE PURPOSE OF CONSIDERING PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY, FOR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION, AND FOR PRELIMINARY CONSIDERATION OF SPECIFIC PERSONNEL PROBLEMS WHICH, IF DISCUSSED IN PUBLIC, WOULD BE LIKELY TO HAVE A SUBSTANTIAL ADVERSE EFFECT UPON THE REPUTATION OF ANY PERSON INVOLVED IN SUCH PROBLEMS, TO WIT: CONSIDERATION OF SPECIFIC NCHC EMPLOYEES AND PERSONNEL DATA IN THE CONTEXT OF POTENTIAL REVISIONS TO THE NCHC TRI-COUNTY AGREEMENT. MOTION CARRIED:**

Roll call: Buttke Yes, Harris Yes, Gabor Yes, Gonnering Yes, Krause Yes.

B. Motion to return to open session for announcements and possible action on matters discussed in closed session. MOTION BY HARRIS; SECOND BY GABOR TO RETURN TO OPEN SESSION. MOTION CARRIED.

Roll call: Buttke Yes, Harris Yes, Gabor Yes, Gonnering Yes, Krause Yes.

Action:

As a result of closed session, **MOTION BY GABOR; SECOND BY HARRIS TO MOVE TO RECOMMEND APPROVING AN AMENDED AND RESTARTED INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTICOUNTY DEPARTMENT OF COMMUNITY PROGRAMS. MOTION CARRIED.**

Follow Up:

Forward to the County Board for consideration.

5. Operational Functions required by Statute, Ordinance, or Resolution: None

6. Educational Presentations and Committee Discussion: None

7. Next Meeting Time, Location, Announcements and Agenda Items:

A. Committee members are asked to bring ideas for future discussion

B. Next Scheduled Meeting: **March 2, 2022, at 4:00 p.m.**

7. Adjournment

MOTION BY GONNERING; SECOND BY HARRIS TO ADJOURN THE MEETING AT 3:00 P.M. MOTION CARRIED.

The recording of the meeting can be accessed at the link below. <https://tinyurl.com/MarathonCountyBoard>

Respectfully submitted by,
Toshia Ranallo

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARATHON COUNTY
AND
NORTH CENTRAL HEALTH CARE AND THE WAUSAU AREA TRANSIT SYSTEM
FOR
SPECIALIZED TRANSPORTATION ASSISTANCE
2022

This Memorandum of Understanding hereinafter referred to as the "AGREEMENT" is made and entered into between Marathon County, hereinafter referred to as the "COUNTY" and the North Central Health Care, hereinafter referred to as "NCHC" and the Wausau Area Transit System, d/b/a Metro Ride, hereinafter referred to as "METRO RIDE."

RECITALS

WHEREAS, s.85.21 Wis. Stats., authorizes a program of state financial assistance to counties for specialized transportation; and,

WHEREAS, s.20.395(1) (cr), Wis. Stats., appropriates funds for this assistance program; and,

WHEREAS, such funds are made available to each county of Wisconsin based upon the ratio of the number of elderly and disabled persons residing in each county bears to the total number of elderly and disabled persons residing in the state, but limited so that no county receives less than a minimum base amount; and,

WHEREAS, the COUNTY has applied to the WisDOT for its proportionate share; and,

WHEREAS, 1983 Wisconsin Act 27 amended s.85.21(3)(c), Wis. Stats., to permit a county to hold state aid in trust beyond the end of a program year for future expenses or the acquisition or maintenance of transportation equipment; and

WHEREAS, Recipient has by resolution of its Board of Supervisors dated 5/22/1984 authorized state aid to be held in trust according to administrative rules promulgated by the Department under TRANS 1.05(2), Wis. Admin. Code (January 1984) and has submitted a plan, approved by the Department, for using the aid to be held in trust.

NOW THEREFORE, the parties agree as follows:

SECTION I: TERM

Except for the trust conditions established under Section VI, the term of this Grant Agreement shall extend from January 1, 2022, through December 31, 2022. The trust conditions established under Section VI shall remain in effect until they are terminated or amended.

SECTION II: PAYMENT BY THE COUNTY

The COUNTY will receive \$361,767 from the State and with \$72,390 as the local match, the total program funds available is \$434,341. The funds will be distributed as follows:

- NCHC \$260,472 (with a \$52,094 local match) to implement its portion of the elderly and disabled County Transportation Program.
- METRO RIDE \$72,353 (with a \$14,471 local match) to implement its portion of elderly and disabled transportation in the City of Wausau area.
- The County Conservation, Planning and Zoning (CPZ) Department \$28,942 (with a \$5,788 local match) for administering the grant program for Marathon County.

The COUNTY by receiving funds under Wis. Stat. 85.21 is required to provide adequate oversight and submit quarterly ridership and annual financial reports as outlined by the WisDOT:

- The Quarterly Ridership Report for §85.21 funds will be submitted by NCHC and Metro Ride by April 15th, July 15th, October 15th, 2022, and January 15th, 2023, to be processed by CPZ,
- The Annual Financial Reports will be provided by NCHC and Metro Ride by March 15th to reflect the previous calendar year.

SECTION III: RESPONSIBILITIES

- A. NCHC and Metro Ride agree to undertake and complete the transportation project(s) as described in the 2022 85.21 grant application to WisDOT, which is hereby incorporated by reference into this agreement as Attachment I. The COUNTY may amend its application during the effective period of this AGREEMENT **with the WisDOT's and NCHC's and Metro Ride's** concurrence, **however the COUNTY agrees that the allocated aids will address the issue of the need for transportation services that are accessible to the developmentally and physically disabled population of that county and shall go towards efforts of making accessible transportation available to all seniors and individuals with a disability.**
- B. NCHC and Metro Ride agree that it will comply with the Americans with Disabilities Act (ADA) of 1990 and all U.S. Department of Transportation regulations relating to enforcement of that Act.
- C. The COUNTY assures at least \$72,390 to match the state assistance it receives under this AGREEMENT will be available. No in-kind services, no federal or state categorical financial aids and no passenger revenue shall be allowed as part of the COUNTY match.
- D. NCHC and Metro Ride agree to expend the grant funds on the projects described in the 2022 COUNTY 85.21 grant application. NCHC and Metro Ride **agree to expend the required 20% local match amount within the term of this Grant Agreement before expending any grant dollars on the projects described in the application approved by the Department. No portion of the local match amount may be placed or held in Trust.**
- E. NCHC and Metro Ride assure that it will use the state assistance granted under this AGREEMENT and its appropriated match only to assist specialized transportation services outlined in the 85.21 grant application. These services should be designed to primarily serve elderly and disabled individuals. If excess capacity is available on these services, NCHC and Metro Ride may make this capacity available to persons who are neither elderly nor disabled.

- F. Equipment purchased with state assistance under this AGREEMENT must be used in the performance of specialized transportation services for the duration of its useful life. NCHC and Metro Ride **shall reimburse the COUNTY for the state's share of the value of such equipment, if it is sold or removed from specialized transportation service prior to the end of its useful life, unless the proceeds are spent for replacement equipment or for transportation services described in the COUNTY'S current, future or amended application.**

SECTION IV: PROGRAM INCOME

Program income is the gross income earned from the transportation services receiving assistance under this Agreement. Program income includes passenger donations, fares and co-payments. Program income earned must be used to offset expenses incurred in transportation activities receiving assistance under this Agreement. If revenue for other purposes is solicited from passengers in the course of transportation activities, the solicitation must explicitly state the intended use of the revenue.

SECTION V: ALLOWABLE COSTS FOR CURRENT COUNTY POLICY

Expenditures shall be reimbursable from the assistance under this Agreement if they meet all of the requirements set forth below. They must:

- A. **Be made in conformance with the COUNTY's 85.21 grant application and all other provisions of this Agreement;**
- B. **Be necessary in order to accomplish the projects described in the COUNTY's 85.21 grant application;**
- C. Be reasonable in amounts for the goods or services purchased;
- D. Be actual net costs (i.e., the price paid minus any refunds, rebates, or other items of value which have the effect of reducing the cost actually incurred);
- E. Be made for work performed or materials, supplies or equipment acquired during the effective period of this AGREEMENT;
- F. Be in conformance with the cost standards set forth in the Attachment I to this AGREEMENT and;
- G. Be satisfactorily documented and be treated uniformly and consistently.

SECTION VI: STATE AID HELD IN TRUST

- A. Recipient may hold in trust, according to s.85.21(3)(c), Wis. Stats. (1983), aid received under this Grant Agreement for future expenses, or the purchase or maintenance of transportation equipment used for specialized transportation.
- B. The balance and any expenditures of aids, allocated under this and previous Grant Agreements, held in trust shall be subject to the trust conditions that are attached to this Grant Agreement as Attachment II. The balance and expenditures of aid held in trust shall be consistent with

Recipient's plan for using aid held in trust in which the plan has been reviewed and approved by the WisDOT Program Manager.

- C. The Recipient agrees that the balance of aid held in trust may not exceed, on a quarterly basis, an average daily balance of \$80,000 as per state Administrative Rule Trans. 1.05(2)(b). Any balance exceeding this allowance shall be refunded to the Department 30 days after the end of the quarter.

SECTION VII: STATE AID BALANCE

NCHC and Metro Ride agree to refund to the COUNTY the balance of state aid received in 2022 under Section II that has not been expended. Such a refund shall be made no later than March 31, 2023.

SECTION VIII: RECORDS AND AUDITS

- A. The COUNTY and any organizations (i.e. NCHC and Metro Ride) to which it gives its financial assistance under this AGREEMENT shall establish and maintain accounts for the specialized transportation services receiving assistance under this AGREEMENT. The accounts may be separate or parts of current accounting systems. If the transportation services are integrated with non-transportation activities, the accounts shall distinguish the costs and revenues attributable to the transportation activity from those of other activities. Such accounts shall cover the transportation activity throughout the effective period of this AGREEMENT.
- B. All costs charged to the assistance covered by this AGREEMENT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers indicating the nature and propriety of the charges.
- C. The accounts and records as required above shall be retained for a period of three years and shall be available upon request to the COUNTY, its officials, employees or designees for inspection and audit purposes.
- D. NCHC and Metro Ride shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See [Code of Federal Regulation 2 CFR Part 200](#)).
- E. **This audit shall be performed in accordance with federal regulations 2 CFR Part 200, subparts A-F issued by the federal Office of Management and Budget (OMB) and the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA). Selected state programs will be included in the scope of the single organization-wide financial and compliance audit.**

SECTION IX: REPORTING REQUIREMENTS

- A. NCHC and Metro Ride shall submit quarterly financial reports to the COUNTY using forms supplied by the WisDOT. The reports shall be submitted within the first month following the end of each quarter. The fourth quarter report for the year is due in January 2023, as follows:
 - a. The first period shall cover January 1 – March 30; due no later than April 22, 2022.
 - b. The second period of April 1 – June 30; due no later than July 22, 2022.
 - c. The third period of July 1 – September 30; due no later than October 21, 2022.

d. The final period shall cover October 1 – December 31; due no later than January 20, 2023.

- B. NCHC and Metro Ride shall also submit an annual report for each of the transportation projects receiving assistance under this AGREEMENT using forms supplied by the WisDOT. The annual report shall be due no later than March 25, 2022.

SECTION IX: THIRD-PARTY CONTRACTS

- A. NCHC and Metro Ride may not use the aids under this AGREEMENT to purchase service from, or make grants to, any third party without a contract, agreement, purchase-of-service order or other legal equivalent.
- B. A third-party contract for transportation services purchased with allocated aids shall, at least once every 5 years, be awarded through a competitive procurement process when the total amount of the contract is \$10,000 or more.
- C. Third-party contracts, agreements or purchase-of-service orders shall be available for inspection by the COUNTY, its officials, employees, or designees upon request.

SECTION X: TERMINATION

- A. Voluntary Termination. NCHC and Metro Ride may terminate aid allocated under this AGREEMENT for any reason pursuant to the notice provisions set forth below.
- B. Involuntary Termination. The COUNTY may terminate the aid allocated under this AGREEMENT at any time that it determines that the purpose of the assistance program, as expressed in s.85.21(1), Wis. Stats., is not being fulfilled. Failure of NCHC and Metro Ride to comply with the terms and conditions of this AGREEMENT or with the provisions of s.85.21, Wis. Stats. and Chapter TRANS 1, Wis. Admin. Code shall be considered evidence of failure to fulfill the purpose of the assistance program. The COUNTY may also terminate the aid allocated under this AGREEMENT by formal action of its Board of Supervisors.
- C. In the event that the aid allocated under this AGREEMENT is terminated by any party, the COUNTY agrees to reimburse NCHC and/or Metro Ride for the state share of eligible costs incurred prior to the termination date. The COUNTY shall reallocate the balance of state aid allocated under this AGREEMENT that has not been spent to the other party. Notwithstanding any other provision of this AGREEMENT, NCHC and/or Metro Ride shall refund any state assistance received under this Agreement that has not been spent or retained in full accordance with this AGREEMENT; s.85.21 Wis. Stats.; and any applicable administrative rule.
- D. In the event that any party terminates the arrangement by which COUNTY holds unspent state aid in trust, COUNTY shall refund to the WisDOT the balance of aid held in trust as well as any accumulated interest.
- E. All parties agree that a notice of intent to terminate shall be made by "return- receipt certified mail" at least 90 days prior to the proposed termination date.

SECTION XI: COUNTY TRANSPORTATION PROGRAM

Under the terms of this AGREEMENT, NCHC and Metro Ride **agrees to act as the COUNTY's agent** in providing demand responsive transportation services for the COUNTY. NCHC and Metro Ride will provide demand responsive transportation services in conformance and compliance with all items set forth in this AGREEMENT.

SECTION XII: INSURANCE/INDEMNITY

- A. NCHC and Metro Ride agree to provide insurance for workers' compensation, general liability, and property damage for claims or losses which may arise as a result of the provision of specialized transportation services outlined in this agreement.

- B. NCHC and Metro Ride hereby agree to release, indemnify, defend and hold harmless Marathon County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the provision of specialized transportation services under this agreement by NCHC and Metro Ride, its officers, officials, employees, agents, subcontractors or assigns. Marathon County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

SECTION XII: EXECUTION

IN WITNESS WHEREOF this AGREEMENT shall become effective upon its complete execution by the COUNTY, NCHC and Metro Ride.

METRO RIDE/CITY OF WAUSAU

By _____
Mayor of Wausau

Name _____

Date _____

COUNTY OF MARATHON

By _____
County Administrator

Name _____

Date _____

NORTH CENTRAL HEALTH CARE

By _____
NCHC CEO

Name _____

Date _____