

**RESOLUTION # 22-2012**

Resolution offered by the Labor Relations and Employee Services Committee.

**Resolved by the Board of Supervisors of Oneida County, Wisconsin:**

**WHEREAS**, the Counties of Forest, Oneida, Taylor and Vilas (individually "a County" and collectively "the Counties"), together with Forest County Potawatomi Community, Lac du Flambeau Band of Lake Superior Chippewa Indians and Sokaogon Chippewa Community (individually "a Tribe" and collectively "Tribes") have formed a consortium ("Planning Consortium") for purposes of planning for the creation and operation of an ADRC under Wis. Stat. § 46.283; and

**WHEREAS**, Wis. Stat. § 46.283(1) authorizes counties and tribes to jointly operate an ADRC; and

**WHEREAS**, Wis. Stat. § 46.2895 authorizes the creation of a legal entity known as a Long Term Care District that may become certified as an ADRC and thereafter enter into a contract with the Department of Health Services ("Department") for the provision of ADRC services within the District's geographic boundaries; and

**WHEREAS**, a Long Term Care District is created by counties and tribes via resolution but operates independently of the forming counties and tribes and, therefore, imposes no financial or legal liability upon the counties and tribes that form the District; and

**WHEREAS**, the Long Term Care District service model retains public oversight through the appointment of a governing board by the participating counties and tribes; and

**WHEREAS**, pursuant to Wis. Stat. § 46.283 & § 46.2895 the "ADRC of the Northwoods" has been formed; and

**WHEREAS**, as part of the agreement between the Counties, Tribes and ADRC of the Northwoods was that Oneida County would provide healthcare and other fringe benefits for the two ADRC Specialists-I & A Specialists, and

**WHEREAS**, the ADRC of the Northwoods has agreed to reimburse Oneida County for the full and actual costs to Oneida County for providing these benefits (as set forth in the attached contract) for the ADRC of the Northwoods ADRC Specialists-I & A Specialists.

**NOW, THEREFORE, BE IT RESOLVED**, by the Oneida County Board of Supervisors that the ADRC of the Northwoods two ADRC Specialists-I & A Specialists be accepted into the County health, vision and dental insurance programs with all costs associated with such to be paid for by the ADRC of the Northwoods; and

**BE IT FURTHER RESOLVED**, that the Oneida County Board Chairman and the Oneida County Clerk are hereby directed to execute the attached contract.

Vote Required: Majority = \_\_\_\_\_ 2/3 Majority = \_\_\_\_\_ ¾ Majority = \_\_\_\_\_

The County Board has the legal authority to adopt: Yes \_\_\_\_\_ No \_\_\_\_\_ as reviewed by the Corporation Counsel, \_\_\_\_\_, Date:

Approved by the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Offered and passage moved by: \_\_\_\_\_  
Supervisor  
\_\_\_\_\_  
Supervisor

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Supervisor  
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Supervisor  
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Supervisor

\_\_\_\_\_ Ayes  
\_\_\_\_\_ Nays  
\_\_\_\_\_ Absent  
\_\_\_\_\_ Abstain  
\_\_\_\_\_ Adopted

by the County Board of Supervisors this \_\_\_\_\_ day \_\_\_\_\_, 2012.

\_\_\_\_\_ Defeated

\_\_\_\_\_  
Mary Bartelt, County Clerk

\_\_\_\_\_  
Ted Cushing, County Board Chair

**CONTRACT FOR PROVISION OF BENEFITS**

**WHEREAS**, the Counties of Forest, Oneida, Taylor and Vilas (individually “a County” and collectively “the Counties”), together with Forest County Potawatomi Community, Lac du Flambeau Band of Lake Superior Chippewa Indians and Sokaogon Chippewa Community (individually “a Tribe” and collectively “Tribes”) have formed a consortium (“Planning Consortium”) for purposes of planning for the creation and operation of an ADRC under Wis. Stat. § 46.283; and

**WHEREAS**, Wis. Stat. § 46.283(1) authorizes counties and tribes to jointly operate an ADRC; and

**WHEREAS**, Wis. Stat. § 46.2895 authorizes the creation of a legal entity known as a Long Term Care District that may become certified as an ADRC and thereafter enter into a contract with the Department of Health Services (“Department”) for the provision of ADRC services within the District’s geographic boundaries; and

**WHEREAS**, a Long Term Care District is created by counties and tribes via resolution but operates independently of the forming counties and tribes and, therefore, imposes no financial or legal liability upon the counties and tribes that form the District; and

**WHEREAS**, the Long Term Care District service model retains public oversight through the appointment of a governing board by the participating counties and tribes; and

**WHEREAS**, pursuant to Wis. Stat. § 46.283 & § 46.2895 the "ADRC of the Northwoods" has been formed; and

**WHEREAS**, as part of the agreement between the Counties, Tribes and ADRC of the Northwoods was that Oneida County would provide healthcare and other fringe benefits for the ADRC of the Northwoods Regional Manager and two disability specialists, and

**WHEREAS**, the ADRC of the Northwoods has agreed to reimburse Oneida County for the full and actual costs to Oneida County for providing these benefits (as set forth below) for the ADRC of the

Northwoods two ADRC Specialists-I & A Specialists;

### **1. BENEFITS TO BE PROVIDED**

Oneida County agrees to provide the following benefits to the ADRC of the Northwoods:

- A. Healthcare Benefits at the level of an Oneida County Employee that is a "WRS Participant".
- B. HRA Account at the level of an Oneida County Employee that is a "WRS Participant."
- C. Dental and Vision Insurance at election of Regional Manager. The ADRC of the Northwoods agrees to pay one half (1/2) of the Dental Insurance.

### **2. PAYMENT**

The ADRC of the Northwoods agrees to reimburse Oneida County for all cost with regards to the provision of the above listed benefits. Payment shall be made by the Fiscal Agent of the ADRC of the Northwoods (hereinafter "Fiscal Agent") directly to Oneida County. All payments will be made by the fiscal agent in a fashion consistent with the needs of Oneida County to make payment to the various service providers. The Fiscal Agent shall make these payments with the need for any further authorization by the ADRC of the Northwoods.

### **3. TERM OF CONTRACT**

This contract shall be in effect from April 1st, 2012 through December 31st, 2012.

### **4. FISCAL AGENT**

The terms of this contract are contingent on Oneida County acting as the Fiscal Agent for the ADRC of the Northwoods. Should the ADRC of the Northwoods change fiscal agents Oneida County shall have the sole right to cancel this contract on 30 days notice to the ADRC of the Northwoods. Should Oneida County cancel this contract, ADRC of the Northwoods remains obligated to pay Oneida County for any all funds expended on behalf of the ADRC of the Northwoods.

### **5. DISPUTE RESOLUTION**

Should a dispute arise regarding the provisions of this contract the party agree to meet and confer regarding the resolving any dispute. If the parties are not able to come to a mutually agreeable resolution through the meet and confer process, the parties agree to submit the matter to non-binding arbitration. The parties hereby agree to each pay one half (1/2) of the costs of mediation.

**6. GOVERNING LAW, JURISDICTION AND VENUE**

This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Owner hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Oneida County, Wisconsin.

**7. NOTICES**

Any notice required by this Agreement shall be made in writing to the address specified below:

County: Oneida County  
Attn: Mary Bartelt  
P.O. Box 400  
Rhinelander, WI 54501

ADRC of the  
Northwoods: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

**8. WAIVER**

A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party’s rights with respect to any other or further breach.

**9. AMENDMENT.**

No amendment of this contract shall be binding unless in writing and signed by all of the parties.

**10. SEVERABILITY.**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or

provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **11. INTEGRATION.**

This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

#### **12. TERMINATION.**

In the event of a breach of this contract by ADRC of the Northwoods, the County may, in its sole discretion, declare this contract to be terminated. Upon such termination, County shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

#### **13. ASSIGNMENT**

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

#### **14. NO CONSTRUCTION AGAINST EITHER PARTY**

This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

#### **15. MULTIPLE ORIGINALS**

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

## **16. CAPTIONS**

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

## **17. NO PARTNERSHIP OR JOINT VENTURE**

This contract shall not in any way be deemed to create a partnership or joint venture between the parties to the agreement.

## **18. STATUTORY PROTECTIONS**

It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

## **19. OPEN RECORDS LAW COMPLIANCE.**

ADRC of the Northwoods understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Oneida County. ADRC of the Northwoods agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of ADRC of the Northwoods shall be at its sole cost and expense.

## **20. INDEMNIFICATION**

ADRC of the Northwoods shall indemnify and hold Oneida County, its appointed, hired and/or elected officers, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses and expenses that may be incurred on account of damages, deaths or injuries arising out of the work being performed by Oneida County under the terms of this agreement or on account of enforcing the provisions of the agreement against ADRC of the Northwoods or its agents or employees, including but limited by enumeration, reasonable attorney's fees and court costs incurred by Oneida County in defending any claim or in enforcing this provision.

**21. AUTHORIZATION TO SIGN CONTRACT**

By affixing a signature below the party signing the contract is signify the s/he has the proper authorization to enter into this contract on behalf of the entity the signature binds to the terms of this agreement.

IN WITNESS HEREOF, the parties have executed this agreement as of the date of the last signature listed below.

ADRC of the Northwoods

Oneida County

\_\_\_\_\_  
Erv Teichmiller

\_\_\_\_\_ (Seal)  
Ted Cushing  
County Board Chairman

\_\_\_\_\_  
Position

\_\_\_\_\_ (Seal)  
Mary Bartelt  
Oneida County Clerk