

1. 6:00 P.M. Agenda

Documents: [PSHS\\_20150113\\_AG.PDF](#)

2. 6:00 P.M. Complete Packet

Documents: [PSHS\\_20150113\\_PK.PDF](#)



Administrative  
Offices  
5520 Lacy Road  
Fitchburg, WI 53711-5318  
Phone: (608) 270-4200 Fax: (608) 270-4212  
[www.city.fitchburg.wi.us](http://www.city.fitchburg.wi.us)

**AGENDA  
PUBLIC SAFETY & HUMAN SERVICES COMMITTEE  
TUESDAY, JANUARY 13, 2015  
6:00 P.M.  
FITCHBURG CITY HALL**

**NOTICE IS HEREBY GIVEN** that the Fitchburg Public Safety & Human Services Committee will hold a meeting at **6:00 P.M.** on **January 13, 2015** in the Conference Room at the Fitchburg City Hall, 5520 Lacy Rd., Fitchburg, WI for the purpose of:

*(Note: Full coverage of this meeting is available through FACTv and Streaming Video, accessible on the city web site at [http://www.city.fitchburg.wi.us/home\\_pages/media\\_archive.php](http://www.city.fitchburg.wi.us/home_pages/media_archive.php).)*

1. **Call to Order**
2. **Approval of Minutes – December 09, 2014**
3. **Public Appearances – Non-Agenda Items - None**
4. **Operator Licenses: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg – Notes: N = New, All Others = Renewal)** Dustin Dilks – N; Spencer Galbavy – N; Edward Kenney – N; Sabrina McDonald – N; Meredith Rhodes Carson – N; Sean Roberson – N; Jeremy Tanner – N;
5. **Consideration for Secondhand Jewelry Dealer License Application (Tabled from December 9, 2014 meeting)**  
Ali Omar Ismail, dba Money Flash, 3840 Fish Hatchery Road, Fitchburg
6. **Resolution R-113-14** Approval Of 2015 Contract With Dane County Human Services
7. **Discussion of Chapter 56 – Animal Control Ordinance**
8. **Announcements**
  - a. Next meeting date is January 27, 2015
9. **Adjournment**

Note: It is possible that members of and possibly a quorum of members of other government bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Fitchburg City Hall, 5520 Lacy Road, Fitchburg WI 53711, (608) 270-4200.



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Phone: (608) 270-4200 Fax: (608) 270-4212  
www.city.fitchburg.wi.us

**DRAFT MINUTES  
PUBLIC SAFETY & HUMAN SERVICES COMMITTEE  
TUESDAY, DECEMBER 9, 2014  
7:00 P.M.  
FITCHBURG CITY HALL**

**PRESENT:** Chairperson Carol Poole, Alder Becky Baumbach, Alder Jason Gonzalez.  
Others present: Lieutenant Todd Stetzer, Patti Anderson, City Clerk.

- 1. Call to Order-** Chairperson Poole called the meeting to order at 7:00 p.m.
- 2. Approval of Minutes – November 25, 2014** Motion by Gonzalez to **approve** minutes.  
Motion carried (3 -0).
- 3. Public Appearances – Non-Agenda Items - None**
- 4. Motion by Baumbach to approve all Operator Licenses: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg – Notes: N = New, All Others = Renewal)** Emily Ash - N; Alex Brown; Dennis Dahler; Andrew Illene – N; Riley Mahr – N; Joseph Misemer – N; Michael Pieart – N; Kimberly Schultz – N; Paul Thurston; Stephanie Troallier - N

Motion carried (3 -0).

- 5. Motion by Gonzalez to Table (to 1/13/15 meeting) Secondhand Jewelry Dealer License Application** Ali Omar Ismail, dba Money Flash, 3840 Fish Hatchery Road, Fitchburg

Lt. Stetzer was present to provide information related to the conditional use requirements and answer questions of the committee. There was discussion on the conditional use requirements as well as concerns the committee members had with this type of business in Fitchburg.

The committee raised concerns with additional interior surveillance as well a final site inspection by the Police Department. The committee requested the applicant appear before the committee at the January 13, 2015 to further discuss the application.

Motion carried (3 -0).

- 6. Announcements -** Next meeting date is January 13, 2015  
Topics for discussion will be ordinances – Chapter 66 Second Hand Goods, and Chapter 56 – Animal Control.
- 7. Motion by Baumbach to adjourn.** Motion carried (3 -0). Time 7:28 p.m.



APPLICATION FOR OPERATORS LICENSE  
 CITY OF FITCHBURG, WISCONSIN  
 CHAPTER 60, FITCHBURG ORDINANCE  
 ADOPTING STATE STATUTE 125

INSTRUCTIONS: Complete sections 1 through 8 and return this form to the office of the City Clerk with the appropriate fee. ALL items **MUST** be completed. Allow 3 weeks for processing.

1. APPLICANT: Diles Dustin Dean  
Last First Middle Maiden  
 DATE OF BIRTH [REDACTED] AGE (At time of application) 25  
 HOME ADDRESS 918 High st apt 2 CITY Madison STATE WI ZIP 53715  
 HEIGHT 5'9" WEIGHT 180 lbs EYES green HAIR brown SEX male  
 HOME PHONE # (608) 513-2349 E-MAIL ADDRESS DDiles87@gmail.com  
 DRIVER'S LICENSE # [REDACTED] STATE ISSUED WI  
 2. PLACE OF EMPLOYMENT UNDER THIS LICENSE Flying Hawk alehouse PHONE # (608) 310-4422  
 3. HAVE YOU HELD AN OPERATORS LICENSE BEFORE NO WHEN \_\_\_\_\_  
 WHERE \_\_\_\_\_ PHONE # \_\_\_\_\_  
 4. HAVE YOU EVER BEEN DENIED AN OPERATORS LICENSE NO  
 IF YES EXPLAIN \_\_\_\_\_

5. HOW LONG HAVE YOU RESIDED IN THE STATE OF WISCONSIN 10 years  
 6. NEW APPLICANTS: State Statute 125.17(6) requires proof of completion of a Responsible Beverage Server Training Course (to be brought in before the application is reviewed.) A Provisional License may be issued only if the applicant is enrolled in a training course, or if a course has been completed. Proof of enrollment or completion must be submitted prior to issuance of a Provisional License. **Applications will not be accepted unless proof is also submitted.**

7. HAVE YOU EVER BEEN CONVICTED OF OR CHARGED WITH THE FOLLOWING VIOLATIONS, IN AND/OR OUT OF WISCONSIN? INCLUDE ALL TRAFFIC VIOLATIONS. CIRCLE THE APPROPRIATE ANSWER.

- ALL FELONIES (No date limit) YES  NO
- ALL MISDEMEANORS (No date limit) YES  NO
- ALL TRAFFIC & LOCAL ORDINANCE OFFENSES (PAST 10 YEARS) YES  NO
- ALL ALCOHOL RELATED OFFENSES  YES NO
- ANY PENDING CITATIONS OR ARRESTS YES  NO

Some information on violations may be obtained from the Wisconsin Circuit Court Access at [wiscourts.gov](http://wiscourts.gov)  
 This address is provided to assist applicants and may not contain all violations. The applicant is responsible for listing all violations, including those listed on the web page and those that may not be included. **APPLICANTS MAY BE DENIED FOR FALSIFICATION AND CANNOT RE-APPLY FOR A 6 MONTH PERIOD, FROM THE DATE OF THE DENIAL.**

DATE, LOCATION, AND DISPOSITION OF ALL ABOVE STATED VIOLATIONS (Including pending violations)

**BE SPECIFIC AND ATTACH ADDITIONAL PAGE IF NECESSARY**

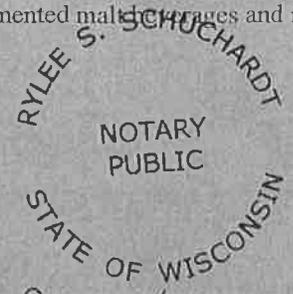
VIOLATION	DATE	LOCATION	GUILTY / DISMISSED
<u>OWI</u>	<u>12/31/07</u>	<u>Middleton, WI</u>	<u>Guilty</u>

If applicant has had an OWI charge in the last two years, the applicant **must** attend a meeting of the Public Safety and Human Services Committee. Successful completion of an Alcohol Assessment Program is required with proof of such completion provided prior to issuance of the operators License.

8. I do hereby swear, under penalty of perjury, that I am the person who made and signed the foregoing application for an operator's license, and that all statements herein are complete, true and correct. I further understand a full background investigation may be conducted by the Fitchburg police department prior to consideration of this application. Additionally, I understand that this application may be denied if it contains any falsification and that I will not be able to renew my application, if it was previously falsified, for a 6 month period. I do further agree to comply with all laws, resolutions, ordinances, and regulations -- federal, state or local -- affecting the sale of fermented malt beverages and intoxicating liquors.

Dustin Dilks  
Printed Name of Applicant

[Signature]  
Applicant Signature (To be signed in the presence of a Notary Public)



SUBSCRIBED AND SWORN TO BEFORE ME THIS 2 DAY OF December, 2014.

[Signature]  
Notary Public - State of Wisconsin, County of Dane

OFFICIAL USE ONLY

FEES \$ 35.00 CASH CHECK # \_\_\_\_\_ DATE REC. IN OFFICE \_\_\_\_\_

PROVISIONAL FEES \$ 10.00

NEW APPLICATION

[Initials] RECEIVED COPY OF CITY POLICY GUIDELINES  
(New Applicants Initial Here)

\_\_\_\_\_  
RENEWAL APPLICATION  
(Or yearly applications received after 6-1)

RECEIPT # 1.8619

INVESTIGATION:

Investigator finds no reason why this license should not be granted

\_\_\_\_\_  
Investigator cannot recommend this application for the reasons in attached report

CASE NUMBER 14-17792 DATE DEC 6, 2014 INVESTIGATOR P.O. [Signature]

APPROVED / DENIED [Signature]  
Chief of Police



APPLICATION FOR OPERATORS LICENSE  
 CITY OF FITCHBURG, WISCONSIN  
 CHAPTER 60, FITCHBURG ORDINANCE  
 ADOPTING STATE STATUTE 125

*\*provisional  
 Needed\**

INSTRUCTIONS: Complete sections 1 through 8 and return this form to the office of the City Clerk with the appropriate fee. ALL items MUST be completed. Allow 3 weeks for processing.

1. APPLICANT: Galbary Spencer Ryan  
 Last First Middle Maiden  
 DATE OF BIRTH [redacted] AGE (At time of application) 29  
 HOME ADDRESS 3013 Maple Valley Drive CITY Fitchburg STATE WI ZIP 53819  
 HEIGHT 5'-6 1/2" WEIGHT 175 EYES Itaz HAIR Brown SEX Male  
 HOME PHONE # 920-296-9211 E-MAIL ADDRESS 3galbary@gmail.com  
 DRIVER'S LICENSE # [redacted] STATE ISSUED Wisconsin

2. PLACE OF EMPLOYMENT UNDER THIS LICENSE Flying Hound Ale House PHONE # \_\_\_\_\_

3. HAVE YOU HELD AN OPERATORS LICENSE BEFORE Yes WHEN 2009  
 WHERE Madison PHONE # \_\_\_\_\_

4. HAVE YOU EVER BEEN DENIED AN OPERATORS LICENSE NO  
 IF YES EXPLAIN \_\_\_\_\_

5. HOW LONG HAVE YOU RESIDED IN THE STATE OF WISCONSIN 29 years

6. NEW APPLICANTS: State Statute 125.17(6) requires proof of completion of a Responsible Beverage Server Training Course (to be brought in before the application is reviewed.) A Provisional License may be issued only if the applicant is enrolled in a training course, or if a course has been completed. Proof of enrollment or completion must be submitted prior to issuance of a Provisional License. **Applications will not be accepted unless proof is also submitted.**

7. HAVE YOU EVER BEEN CONVICTED OF OR CHARGED WITH THE FOLLOWING VIOLATIONS, IN AND/OR OUT OF WISCONSIN? INCLUDE ALL TRAFFIC VIOLATIONS. CIRCLE THE APPROPRIATE ANSWER.

- ALL FELONIES (No date limit) YES  NO
- ALL MISDEMEANORS (No date limit) YES  NO
- ALL TRAFFIC & LOCAL ORDINANCE OFFENSES (PAST 10 YEARS)  YES  NO
- ALL ALCOHOL RELATED OFFENSES YES  NO
- ANY PENDING CITATIONS OR ARRESTS YES  NO

Some information on violations may be obtained from the Wisconsin Circuit Court Access at wiscourts.gov. This address is provided to assist applicants and may not contain all violations. The applicant is responsible for listing all violations, including those listed on the web page and those that may not be included. **APPLICANTS MAY BE DENIED FOR FALSIFICATION AND CANNOT RE-APPLY FOR A 6 MONTH PERIOD, FROM THE DATE OF THE DENIAL.**

DATE, LOCATION, AND DISPOSITION OF ALL ABOVE STATED VIOLATIONS (Including pending violations)  
**BE SPECIFIC AND ATTACH ADDITIONAL PAGE IF NECESSARY**

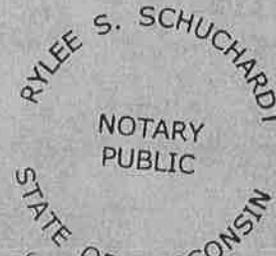
VIOLATION	DATE	LOCATION	GUILTY / DISMISSED
<u>Speeding ticket</u>	<u>2010</u>	<u>Jefferson County</u>	<u>Guilty</u>

If applicant has had an OWI charge in the last two years, the applicant must attend a meeting of the Public Safety and Human Services Committee. Successful completion of an Alcohol Assessment Program is required with proof of such completion provided prior to issuance of the operators License.

8. I do hereby swear, under penalty of perjury, that I am the person who made and signed the foregoing application for an operator's license, and that all statements herein are complete, true and correct. I further understand a full background investigation may be conducted by the Fitchburg police department prior to consideration of this application. Additionally, I understand that this application may be denied if it contains any falsification and that I will not be able to renew my application, if it was previously falsified, for a 6 month period. I do further agree to comply with all laws, resolutions, ordinances, and regulations -- federal, state or local -- affecting the sale of fermented malt beverages and intoxicating liquors.

Spencer Galway  
Printed Name of Applicant

[Signature]  
Applicant Signature (To be signed in the presence of a Notary Public)



SUBSCRIBED AND SWORN TO BEFORE ME THIS 26 DAY OF November, 20 14.

[Signature]  
Notary Public - State of Wisconsin, County of Dane

OFFICIAL USE ONLY

\$45.00

FEE\$ 35.00 CASH CHECK # DATE REC. IN OFFICE \_\_\_\_\_

PROVISIONAL FEES 10.00

NEW APPLICATION

[Signature] RECEIVED COPY OF CITY POLICY GUIDELINES  
(New Applicants Initial Here)

RENEWAL APPLICATION  
(Or yearly applications received after 6-1)

RECEIPT # 1.81003

INVESTIGATION:

Investigator finds no reason why this license should not be granted

Investigator cannot recommend this application for the reasons in attached report

CASE NUMBER 14-17357 DATE Nov 27, 2014 INVESTIGATOR [Signature]

APPROVED/DENIED [Signature]  
Chief of Police



**APPLICATION FOR OPERATORS LICENSE  
CITY OF FITCHBURG, WISCONSIN  
CHAPTER 60, FITCHBURG ORDINANCE  
ADOPTING STATE STATUTE 125**

INSTRUCTIONS: Complete sections 1 through 8 and return this form to the office of the City Clerk with the appropriate fee. ALL items **MUST** be completed. Allow 3 weeks for processing.

1. APPLICANT: Kennedy Edward Sermaire  
Last First Middle Maiden  
 DATE OF BIRTH \_\_\_\_\_ AGE (At time of application) 35  
 HOME ADDRESS 2601 Post Road CITY Madison STATE WI ZIP 53713  
 HEIGHT 6'0 WEIGHT 195 EYES Dark Brown HAIR black SEX M  
 HOME PHONE # (312) 401-0845 E-MAIL ADDRESS ed.kennedy@aol.com  
 DRIVER'S LICENSE # \_\_\_\_\_ STATE ISSUED ILL

2. PLACE OF EMPLOYMENT UNDER THIS LICENSE Kelley's ncbu PHONE # 608-274-7228

3. HAVE YOU HELD AN OPERATORS LICENSE BEFORE NO WHEN \_\_\_\_\_  
 WHERE \_\_\_\_\_ PHONE # \_\_\_\_\_

4. HAVE YOU EVER BEEN DENIED AN OPERATORS LICENSE NO  
 IF YES EXPLAIN \_\_\_\_\_

5. HOW LONG HAVE YOU RESIDED IN THE STATE OF WISCONSIN \_\_\_\_\_

6. NEW APPLICANTS: State Statute 125.17(6) requires proof of completion of a Responsible Beverage Server Training Course (to be brought in before the application is reviewed.) A Provisional License may be issued only if the applicant is enrolled in a training course, or if a course has been completed. Proof of enrollment or completion must be submitted prior to issuance of a Provisional License. **Applications will not be accepted unless proof is also submitted.**

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- ALL FELONIES (No date limit) YES  NO
- ALL MISDEMEANORS (No date limit) YES  NO
- ALL TRAFFIC & LOCAL ORDINANCE OFFENSES (PAST 10 YEARS) YES  NO
- ALL ALCOHOL RELATED OFFENSES YES  NO
- ANY PENDING CITATIONS OR ARRESTS YES  NO

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DATE, LOCATION, AND DISPOSITION OF ALL ABOVE STATED VIOLATIONS (Including pending violations)  
**BE SPECIFIC AND ATTACH ADDITIONAL PAGE IF NECESSARY**

VIOLATION	DATE	LOCATION	GUILTY / DISMISSED

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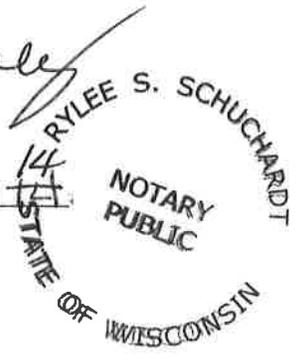
8. I do hereby swear, under penalty of perjury, that I am the person who made and signed the foregoing application for an operators license, and that all statements herein are complete, true and correct. I further understand a full background investigation may be conducted by the Fitchburg police department prior to consideration of this application. Additionally, I understand that this application may be denied if it contains any falsification and that I will not be able to renew my application, if it was previously falsified, for a 6 month period. I do further agree to comply with all laws, resolutions, ordinances, and regulations -- federal, state or local -- affecting the sale of fermented malt beverages and intoxicating liquors.

Edward Kenney  
Printed Name of Applicant

Edward Kenney Edward Kenney  
Applicant Signature (To be signed in the presence of a Notary Public)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11 DAY OF December, 2014

R. S. Schuchardt  
Notary Public - State of Wisconsin, County of Dane



OFFICIAL USE ONLY

FEE\$ 35.00 CASH  CHECK # \_\_\_\_\_ DATE REC. IN OFFICE \_\_\_\_\_

NEW APPLICATION E.K RECEIVED COPY OF CITY POLICY GUIDELINES  
(New Applicants Initial Here)

RENEWAL APPLICATION (Or yearly applications received after 6-1) RECEIPT # 1-8609

INVESTIGATION:

Investigator finds no reason why this license should not be granted

Investigator cannot recommend this application for the reasons in attached report

CASE NUMBER 14-17638 DATE 12-3-14 INVESTIGATOR Jim Miller

APPROVED/DENIED Thomas Blatter  
Chief of Police



APPLICATION FOR OPERATORS LICENSE  
 CITY OF FITCHBURG, WISCONSIN  
 CHAPTER 60, FITCHBURG ORDINANCE  
 ADOPTING STATE STATUTE 125

INSTRUCTIONS: Complete sections 1 through 8 and return this form to the office of the City Clerk with the appropriate fee. ALL items **MUST** be completed. Allow 3 weeks for processing.

1. APPLICANT: McDonald Sabrina W  
First Middle Maiden  
 DATE OF BIRTH [REDACTED] AGE (At time of application) 33  
 HOME ADDRESS 3017 Maple Valley Dr Madison STATE WIS ZIP 53719  
 HEIGHT 5'4 WEIGHT 160 EYES Brown HAIR Brown SEX F  
 HOME PHONE # 708 372 6475 E-MAIL ADDRESS \_\_\_\_\_  
 DRIVER'S LICENSE # [REDACTED] STATE ISSUED WI

2. PLACE OF EMPLOYMENT UNDER THIS LICENSE PDQ #131 PHONE # \_\_\_\_\_

3. HAVE YOU HELD AN OPERATORS LICENSE BEFORE NO WHEN \_\_\_\_\_  
 WHERE \_\_\_\_\_ PHONE # \_\_\_\_\_

4. HAVE YOU EVER BEEN DENIED AN OPERATORS LICENSE NO  
 IF YES EXPLAIN \_\_\_\_\_

5. HOW LONG HAVE YOU RESIDED IN THE STATE OF WISCONSIN 4 years

6. NEW APPLICANTS: State Statute 125.17(6) requires proof of completion of a Responsible Beverage Server Training Course (to be brought in before the application is reviewed.) A Provisional License may be issued only if the applicant is enrolled in a training course, or if a course has been completed. Proof of enrollment or completion must be submitted prior to issuance of a Provisional License. **Applications will not be accepted unless proof is also submitted.**

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• ALL FELONIES (No date limit)	YES	NO
• ALL MISDEMEANORS (No date limit)	YES	NO
• ALL TRAFFIC & LOCAL ORDINANCE OFFENSES (PAST 10 YEARS)	YES	NO
• ALL ALCOHOL RELATED OFFENSES	YES	NO
• ANY PENDING CITATIONS OR ARRESTS	YES	NO

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DATE, LOCATION, AND DISPOSITION OF ALL ABOVE STATED VIOLATIONS (Including pending violations)

**BE SPECIFIC AND ATTACH ADDITIONAL PAGE IF NECESSARY**

VIOLATION	DATE	LOCATION	GUILTY / DISMISSED

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8. I do hereby swear, under penalty of perjury, that I am the person who made and signed the foregoing application for an operator's license, and that all statements herein are complete, true and correct. I further understand a full background investigation may be conducted by the Fitchburg police department prior to consideration of this application. Additionally, I understand that this application may be denied if it contains any falsification and that I will not be able to renew my application, if it was previously falsified, for a 6 month period. I do further agree to comply with all laws, resolutions, ordinances, and regulations -- federal, state or local -- affecting the sale of fermented malt beverages and intoxicating liquors.

Sabrina Thompson  
Printed Name of Applicant

Sabrina Thompson  
Applicant Signature (To be signed in the presence of a Notary Public)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10th day of December, 20 14.

Tracy L. Oldenburg  
Notary Public, State of Wisconsin, County of Dane



OFFICIAL USE ONLY

FEES \$ 35.00 CASH  CHECK # \_\_\_\_\_ DATE REC. IN OFFICE 12-10-14

PROVISIONAL FEES 10.00

NEW APPLICATION

[Signature] RECEIVED COPY OF CITY POLICY GUIDELINES  
(New Applicants Initial Here)

\_\_\_\_\_  
RENEWAL APPLICATION  
(Or yearly applications received after 6-1)

RECEIPT # 1-8633

INVESTIGATION:

Investigator finds no reason why this license should not be granted

\_\_\_\_\_  
Investigator cannot recommend this application for the reasons in attached report

CASE NUMBER 14-1852 DATE 12-17-14 INVESTIGATOR [Signature]

APPROVED/DENIED [Signature]  
Chief of Police

Fitchburg Municipal Court  
5520 Lacy Road  
Fitchburg, WI 53711  
608-270-4224

12/10/2014 1:43PM

Page: 1

**Defendant Court Record**

Mc Donald, Sabrina Nicole  
3017 Maple Valley Dr Apt 101  
Madison, WI 53719

Citation No: R451472-0  
Department: Fitchburg Police Department

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**Original Violation:** 346.57(5) Exceeding Zone And Posted Limits  
**Amended Violation:** 346.42 Interfere W/ Traffic Sign/Signal  
**Violation Date:** 04/25/2014 **Violation Due Date:** 09/08/2014 **Status:** Tax Intercept **Status Date:** 09/11/2014  
**Plea:** Not Guilty **Finding:** Guilty **Finding Date:** 07/10/2014  
**Due:** \$ 98.80 **Paid:** \$ 50.00 **Balance:** \$ 48.80

**PROCEEDINGS**

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Type	Date	Time	Status	Attorney
Initial	06/12/2014	5:00 pm	Appeared	
Pre-Trial	07/08/2014	2:30 pm	Scheduled	

**ENFORCEMENT**

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Type	Issue Date	Status	Status Date	Note
Payment notice	09/30/2014	Issued	09/30/2014	
Tax Intercept	09/11/2014	Active	11/13/2014	(Batch) Debt #:00003 Balance = \$48.80

**PAYMENT**

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Receipt #	Date	Type	Payment	Adjustment	Method	Status
00035874	10/20/2014	FINE	\$ 50.00	\$ 0.00	CASH	RLSE



APPLICATION FOR OPERATORS LICENSE  
 CITY OF FITCHBURG, WISCONSIN  
 CHAPTER 60, FITCHBURG ORDINANCE  
 ADOPTING STATE STATUTE 125

*Provisional Needed*

INSTRUCTIONS: Complete sections 1 through 8 and return this form to the office of the City Clerk with the appropriate fee. ALL items **MUST** be completed. Allow 3 weeks for processing.

1. APPLICANT: Rhodes Carson Meredith Kay (Rhodes)  
Last First Middle Maiden  
 DATE OF BIRTH [REDACTED] AGE (At time of application) 40  
 HOME ADDRESS 1406 Seminole Hwy CITY Madison STATE WI ZIP 53711  
 HEIGHT 5'4" WEIGHT 135 EYES blue HAIR brown SEX F  
 HOME PHONE # 608 622 9745 E-MAIL ADDRESS mertrolls@gmail.com  
 DRIVER'S LICENSE [REDACTED] STATE ISSUED Wisconsin

2. PLACE OF EMPLOYMENT UNDER THIS LICENSE Barrigues PHONE # \_\_\_\_\_

3. HAVE YOU HELD AN OPERATORS LICENSE BEFORE NO WHEN \_\_\_\_\_  
 WHERE \_\_\_\_\_ PHONE # \_\_\_\_\_

4. HAVE YOU EVER BEEN DENIED AN OPERATORS LICENSE NO  
 IF YES EXPLAIN \_\_\_\_\_

5. HOW LONG HAVE YOU RESIDED IN THE STATE OF WISCONSIN 1996-2002, 2008-2014 ~ 12yrs

6. NEW APPLICANTS: State Statute 125.17(6) requires proof of completion of a Responsible Beverage Server Training Course (to be brought in before the application is reviewed.) A Provisional License may be issued only if the applicant is enrolled in a training course, or if a course has been completed. Proof of enrollment or completion must be submitted prior to issuance of a Provisional License. **Applications will not be accepted unless proof is also submitted.**

7. HAVE YOU EVER BEEN CONVICTED OF OR CHARGED WITH THE FOLLOWING VIOLATIONS, IN AND/OR OUT OF WISCONSIN? INCLUDE ALL TRAFFIC VIOLATIONS. CIRCLE THE APPROPRIATE ANSWER.

- ALL FELONIES (No date limit) YES  NO
- ALL MISDEMEANORS (No date limit) YES  NO
- ALL TRAFFIC & LOCAL ORDINANCE OFFENSES (PAST 10 YEARS) YES  NO
- ALL ALCOHOL RELATED OFFENSES YES  NO
- ANY PENDING CITATIONS OR ARRESTS YES  NO

Some information on violations may be obtained from the Wisconsin Circuit Court Access at [wiscourts.gov](http://wiscourts.gov)  
 This address is provided to assist applicants and may not contain all violations. The applicant is responsible for listing all violations, including those listed on the web page and those that may not be included. **APPLICANTS MAY BE DENIED FOR FALSIFICATION AND CANNOT RE-APPLY FOR A 6 MONTH PERIOD, FROM THE DATE OF THE DENIAL.**

DATE, LOCATION, AND DISPOSITION OF ALL ABOVE STATED VIOLATIONS (Including pending violations)

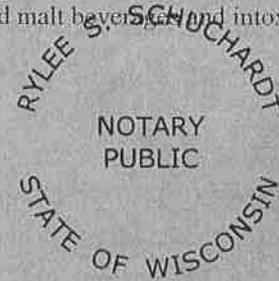
**BE SPECIFIC AND ATTACH ADDITIONAL PAGE IF NECESSARY**

VIOLATION	DATE	LOCATION	GUILTY / DISMISSED

If applicant has had an OWI charge in the last two years, the applicant **must** attend a meeting of the Public Safety and Human Services Committee. Successful completion of an Alcohol Assessment Program is required with proof of such completion provided prior to issuance of the operators License.

8. I do hereby swear, under penalty of perjury, that I am the person who made and signed the foregoing application for an operator's license, and that all statements herein are complete, true and correct. I further understand a full background investigation may be conducted by the Fitchburg police department prior to consideration of this application. Additionally, I understand that this application may be denied if it contains any falsification and that I will not be able to renew my application, if it was previously falsified, for a 6 month period. I do further agree to comply with all laws, resolutions, ordinances, and regulations -- federal, state or local -- affecting the sale of fermented malt beverages and intoxicating liquors.

Meredith Rhodes Carson  
Printed Name of Applicant



M Rhodes Carson  
Applicant Signature (To be signed in the presence of a Notary Public)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24 DAY OF November, 2014.

Rylee S. Schuchardt  
Notary Public - State of Wisconsin, County of Dane

OFFICIAL USE ONLY

FEE\$ 35.00 \$45/credit card CASH CHECK # DATE REC. IN OFFICE

PROVISIONAL FEES 10.00

NEW APPLICATION RECEIVED COPY OF CITY POLICY GUIDELINES  
(New Applicants Initial Here)

RENEWAL APPLICATION RECEIPT # 1-8593  
(Or yearly applications received after 6-1)

INVESTIGATION:

Investigator finds no reason why this license should not be granted

Investigator cannot recommend this application for the reasons in attached report

CASE NUMBER 14-17290 DATE Nov 27, 2014 INVESTIGATOR P.O. [Signature]

[Signature]  
APPROVED/DENIED  
Chief of Police



APPLICATION FOR OPERATORS LICENSE  
 CITY OF FITCHBURG, WISCONSIN  
 CHAPTER 60, FITCHBURG ORDINANCE  
 ADOPTING STATE STATUTE 125

\* Provisional License

INSTRUCTIONS: Complete sections 1 through 8 and return this form to the office of the City Clerk with the appropriate fee. ALL items **MUST** be completed. Allow 3 weeks for processing.

1. APPLICANT: Roberson Sean Francis Furry  
Last First Middle Maiden  
 DATE OF BIRTH [REDACTED] AGE (At time of application) 21  
 HOME ADDRESS 4055E Francis Ct. CITY Cross Plains STATE W ZIP 53528  
 HEIGHT 5ft 8in WEIGHT 175 EYES Blue HAIR Brown SEX M  
 HOME PHONE # 608-798-0288 E-MAIL ADDRESS seanr64@yahoo.com  
 DRIVER'S LICENSE # [REDACTED] STATE ISSUED Wisconsin

2. PLACE OF EMPLOYMENT UNDER THIS LICENSE PDO #131 PHONE # 608-268-1171

3. HAVE YOU HELD AN OPERATORS LICENSE BEFORE No WHEN \_\_\_\_\_  
 WHERE \_\_\_\_\_ PHONE # \_\_\_\_\_

4. HAVE YOU EVER BEEN DENIED AN OPERATORS LICENSE No  
 IF YES EXPLAIN \_\_\_\_\_

5. HOW LONG HAVE YOU RESIDED IN THE STATE OF WISCONSIN 21 years

6. NEW APPLICANTS: State Statute 125.17(6) requires proof of completion of a Responsible Beverage Server Training Course (to be brought in before the application is reviewed.) A Provisional License may be issued only if the applicant is enrolled in a training course, or if a course has been completed. Proof of enrollment or completion must be submitted prior to issuance of a Provisional License. **Applications will not be accepted unless proof is also submitted.**

7. HAVE YOU EVER BEEN CONVICTED OF OR CHARGED WITH THE FOLLOWING VIOLATIONS, IN AND/OR OUT OF WISCONSIN? INCLUDE ALL TRAFFIC VIOLATIONS. CIRCLE THE APPROPRIATE ANSWER.

- ALL FELONIES (No date limit) YES  NO
- ALL MISDEMEANORS (No date limit) YES  NO
- ALL TRAFFIC & LOCAL ORDINANCE OFFENSES (PAST 10 YEARS) YES  NO
- ALL ALCOHOL RELATED OFFENSES YES  NO
- ANY PENDING CITATIONS OR ARRESTS YES  NO

Some information on violations may be obtained from the Wisconsin Circuit Court Access at [wiscourts.gov](http://wiscourts.gov). This address is provided to assist applicants and may not contain all violations. The applicant is responsible for listing all violations, including those listed on the web page and those that may not be included. **APPLICANTS MAY BE DENIED FOR FALSIFICATION AND CANNOT RE-APPLY FOR A 6 MONTH PERIOD, FROM THE DATE OF THE DENIAL.**

DATE, LOCATION, AND DISPOSITION OF ALL ABOVE STATED VIOLATIONS (Including pending violations)

**BE SPECIFIC AND ATTACH ADDITIONAL PAGE IF NECESSARY**

VIOLATION	DATE	LOCATION	GUILTY / DISMISSED
Underage drinking	6/13/12	Middleton	dismissed
Possession of marijuana	6/13/12	Middleton	dismissed

If applicant has had an OWI charge in the last two years, the applicant must attend a meeting of the Public Safety and Human Services Committee. Successful completion of an Alcohol Assessment Program is required with proof of such completion provided prior to issuance of the operators License.

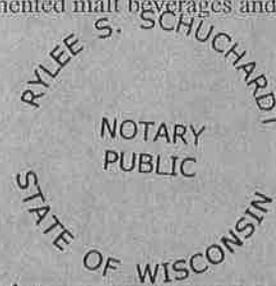
8. I do hereby swear, under penalty of perjury, that I am the person who made and signed the foregoing application for an operator's license, and that all statements herein are complete, true and correct. I further understand a full background investigation may be conducted by the Fitchburg police department prior to consideration of this application. Additionally, I understand that this application may be denied if it contains any falsification and that I will not be able to renew my application, if it was previously falsified, for a 6 month period. I do further agree to comply with all laws, resolutions, ordinances, and regulations -- federal, state or local -- affecting the sale of fermented malt beverages and intoxicating liquors.

Sean Francis Furry Roberson

Printed Name of Applicant

[Signature]

Applicant Signature (To be signed in the presence of a Notary Public)



SUBSCRIBED AND SWORN TO BEFORE ME THIS 25 DAY OF November, 2014

[Signature]  
Notary Public - State of Wisconsin, County of Dane

OFFICIAL USE ONLY

FEES 35.00 CASH  CHECK # \_\_\_\_\_ DATE REC. IN OFFICE \_\_\_\_\_

PROVISIONAL FEES 10.00 Rec #1-8723- Provisional

NEW APPLICATION SFFR RECEIVED COPY OF CITY POLICY GUIDELINES  
(New Applicants Initial Here)

RENEWAL APPLICATION RECEIPT # 1.8597  
(Or yearly applications received after 6-1)

INVESTIGATION:

Investigator finds no reason why this license should not be granted

Investigator cannot recommend this application for the reasons in attached report

CASE NUMBER 14-17348 DATE Nov 27, 2014 INVESTIGATOR P.O. [Signature]

APPROVED/DENIED [Signature]  
Chief of Police



**APPLICATION FOR OPERATORS LICENSE  
CITY OF FITCHBURG, WISCONSIN  
CHAPTER 60, FITCHBURG ORDINANCE  
ADOPTING STATE STATUTE 125**

INSTRUCTIONS: Complete sections 1 through 8 and return this form to the office of the City Clerk with the appropriate fee. ALL items **MUST** be completed. Allow 3 weeks for processing.

1. APPLICANT: Tanner Jeremy Scott  
Last First Middle Maiden  
 DATE OF BIRTH 11/12/88 AGE (At time of application) 28  
 HOME ADDRESS 356 S. Main St. CITY Fort Atkinson STATE WI ZIP 53538  
 HEIGHT 6'2" WEIGHT 200 lbs EYES blue HAIR brown SEX male  
 HOME PHONE # 262-880-1974 E-MAIL ADDRESS tanner.jeremy@gmail.com  
 DRIVER'S LICENSE # [REDACTED] STATE ISSUED Wisconsin

2. PLACE OF EMPLOYMENT UNDER THIS LICENSE Buffalo Wild Wings PHONE # 808-268-0025

3. HAVE YOU HELD AN OPERATORS LICENSE BEFORE Yes WHEN Dec 2011 - Mar 2013  
 WHERE Pizza Hut 1107 W. Main St. Whitewater WI 53190 PHONE # 262-473-7887

4. HAVE YOU EVER BEEN DENIED AN OPERATORS LICENSE No  
 IF YES EXPLAIN \_\_\_\_\_

5. HOW LONG HAVE YOU RESIDED IN THE STATE OF WISCONSIN 6/10/08 / 1/9/86

6. NEW APPLICANTS: State Statute 125.17(6) requires proof of completion of a Responsible Beverage Server Training Course (to be brought in before the application is reviewed.) A Provisional License may be issued only if the applicant is enrolled in a training course, or if a course has been completed. Proof of enrollment or completion must be submitted prior to issuance of a Provisional License. **Applications will not be accepted unless proof is also submitted.**

7. HAVE YOU EVER BEEN CONVICTED OF OR CHARGED WITH THE FOLLOWING VIOLATIONS, IN AND/OR OUT OF WISCONSIN? INCLUDE ALL TRAFFIC VIOLATIONS. CIRCLE THE APPROPRIATE ANSWER.

- ALL FELONIES (No date limit) YES  NO
- ALL MISDEMEANORS (No date limit) YES  NO
- ALL TRAFFIC & LOCAL ORDINANCE OFFENSES (PAST 10 YEARS) YES  NO
- ALL ALCOHOL RELATED OFFENSES YES  NO
- ANY PENDING CITATIONS OR ARRESTS YES  NO

Some information on violations may be obtained from the Wisconsin Circuit Court Access at [wiscourts.gov](http://wiscourts.gov)  
 This address is provided to assist applicants and may not contain all violations. The applicant is responsible for listing all violations, including those listed on the web page and those that may not be included. **APPLICANTS MAY BE DENIED FOR FALSIFICATION AND CANNOT RE-APPLY FOR A 6 MONTH PERIOD, FROM THE DATE OF THE DENIAL.**

DATE, LOCATION, AND DISPOSITION OF ALL ABOVE STATED VIOLATIONS (Including pending violations)

**BE SPECIFIC AND ATTACH ADDITIONAL PAGE IF NECESSARY**

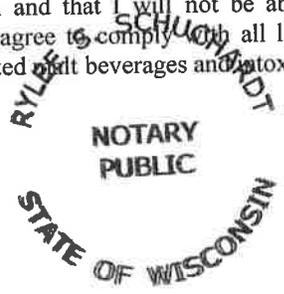
VIOLATION	DATE	LOCATION	GUILTY / DISMISSED
Operate w/o Carrying License	9/24/12	Walworth County	Guilty
Speeding	10/16/12	Fitchburg, WI	Guilty

If applicant has had an OWI charge in the last two years, the applicant **must** attend a meeting of the Public Safety and Human Services Committee. Successful completion of an Alcohol Assessment Program is required with proof of such completion provided prior to issuance of the operators License.

8. I do hereby swear, under penalty of perjury, that I am the person who made and signed the foregoing application for an operator's license, and that all statements herein are complete, true and correct. I further understand a full background investigation may be conducted by the Fitchburg police department prior to consideration of this application. Additionally, I understand that this application may be denied if it contains any falsification and that I will not be able to renew my application, if it was previously falsified, for a 6 month period. I do further agree to comply with all laws, resolutions, ordinances, and regulations -- federal, state or local -- affecting the sale of fermented malt beverages and intoxicating liquors.

Jeremy Tanner  
Printed Name of Applicant

[Signature]  
Applicant Signature (To be signed in the presence of a Notary Public)



SUBSCRIBED AND SWORN TO BEFORE ME THIS 11 DAY OF December, 2014.

[Signature]  
Notary Public - State of Wisconsin, County of Dane

OFFICIAL USE ONLY

FEES 35.00 CASH  CHECK # \_\_\_\_\_ DATE REC. IN OFFICE \_\_\_\_\_

PROVISIONAL FEES 10.00

NEW APPLICATION

JJ RECEIVED COPY OF CITY POLICY GUIDELINES  
(New Applicants Initial Here)

\_\_\_\_\_  
RENEWAL APPLICATION  
(Or yearly applications received after 6-1)

RECEIPT # 1.8638

INVESTIGATION:

Investigator finds no reason why this license should not be granted

\_\_\_\_\_  
Investigator cannot recommend this application for the reasons in attached report

CASE NUMBER 14-18565 DATE 12-17-14 INVESTIGATOR Devin G. Mula

[Signature]  
APPROVED/DENIED \_\_\_\_\_  
Chief of Police

COPY ✓

CCP.D.  
4-9-14

# Recd - 7512  
T.O. # 8-14

Department of Agriculture,  
Trade and Consumer Protection  
CP-121 (TRAC-433), 4/08

State of Wisconsin  
(WI Stat. 134.71)

### LICENSE APPLICATION

for

**PAWNBOKER  
SECONDHAND JEWELRY DEALER  
SECONDHAND ARTICLE DEALER  
SECONDHAND ARTICLE DEALER MALL/FLEA MARKET**

#### CHECK ALL THAT APPLY:

<input checked="" type="checkbox"/> Original application		<input type="checkbox"/> Renewal	
<b>TYPE:</b>	<input type="checkbox"/> Pawnbroker	<input checked="" type="checkbox"/> Secondhand Jewelry Dealer	
	<input type="checkbox"/> Secondhand Article Dealer	<input type="checkbox"/> Mall/Flea Market	

#### INSTRUCTIONS:

INDIVIDUAL LICENSE - Complete Sections 1, 2, 3 and 6  
PARTNERSHIP LICENSE - Complete Sections 1, 2, 3, 4 and 6  
CORPORATE LICENSE - Complete Sections 1, 2, 3, 5, and 6

#### (SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI) <b>Ismail, Ali, Omar</b>		Sex <b>M</b>	Race	Date of Birth [REDACTED]	Place of Birth (City & State) <b>Jordan</b>
Street Address <b>4608 W. Howard Ave.</b>	City <b>Milwaukee</b>	State <b>WI</b>	ZIP <b>53220</b>	Home Telephone Number <b>608-270-9400</b>	

#### (SECTION 2) CONVICTION RECORD

Have you, or any other person listed on this application, been convicted of any of the following:

**A FELONY WITHIN THE LAST TEN (10) YEARS?**  YES  NO

**WITHIN THE LAST FIVE (5) YEARS OF:**

a misdemeanor?  YES  NO

a statutory violation punishable by forfeiture?  YES  NO

a county or municipal ordinance violation?  YES  NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### (SECTION 3) BUSINESS INFORMATION

Business Name <b>Money Flash</b>	Street Address <b>3840 Fish Hatchery Rd.</b>	City <b>Fitchburg</b>	State <b>WI</b>	ZIP <b>53713</b>	Telephone Number <b>608-270-9400</b>
Owner's Name <b>Ali Ismail</b>	Street Address <b>4608 W Howard Ave</b>	City <b>Milwaukee</b>	State <b>WI</b>	ZIP <b>53220</b>	Telephone Number <b>608-270-9400</b>
Business Manager's Name	Street Address	City	State	ZIP	Telephone Number
Building Owner's Name	Street Address	City	State	ZIP	Telephone Number

(Over)

**(SECTION 4) PARTNERSHIP INFORMATION**

Partnership Name:

List name, address, sex, race and date of birth (DOB) of all partners. *Attach additional sheets if necessary.*

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	ZIP

**(SECTION 5) CORPORATE INFORMATION**

Corporation Name:

State of Incorporation:

List name, address, sex, race and date of birth (DOB) of all corporation officers and directors. *Attach additional sheets if necessary.*

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	Zip

**(SECTION 6) PENALTY NOTICE**

I understand that this license may be denied or revoked for fraud, misrepresentation or false statement contained in the application or for any violation of Wis. Stats. §§ 134.71, 943.34, 948.62 or 948.63.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: *Al. Omar T. Small*

Print Name of Applicant: Al. Omar T. Small

**FOR ADMINISTRATIVE USE ONLY**

Licensing Authority	License Number Assigned	Date Effective	Clark
<b>FEES RECEIVED:</b>			
Pawnbroker Bond	\$ _____	Secondhand Article License	\$ _____
Pawnbroker License	\$ _____	Secondhand Dealer/Mall/Flea Market License	\$ _____
Secondhand Jewelry License	\$ _____	<b>TOTAL FEE:</b>	\$ _____

**FOR LAW ENFORCEMENT USE ONLY**

Recommend Approval       Recommend Denial (Attach explanation.)

Investigating Office Signature \_\_\_\_\_

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

Print Name of Investigating Officer: \_\_\_\_\_

# Secondhand Dealer/Pawnbroker Application

**Check all that apply:**

- Secondhand Article Dealer 
  **Secondhand Jewelry Dealer**
 Secondhand Mall/Flea Market  
 ~~Precious Metal Dealer~~  ~~Pawnbroker~~ — required to submit bond of \$500 with not less than two sureties  
 Secondhand Dealer Registration — license held in \_\_\_\_\_, WI

**License Applicant**

Name of Corporation, LLC, Partnership, or Sole Proprietor <b>ALI OMAR INVESTMENTS LLC</b>		Doing Business As <b>Money Flash</b>	
Street Address of Business <b>3840 Fish Hatchery Rd</b>		State Seller's Permit Number: <del>_____</del>	
Mailing Address		City <b>Fitchburg</b>	State <b>WI</b>
Local Contact Person <b>Evelyn Flores</b>		Phone Number <b>608-270-9400</b>	Contact Email
		Name of Registered Agent <b>Ismail Ali Omar</b>	

Describe the type of business and articles of merchandise to be handled on the premises:

**Precious Metal and Gem Dealer**

**List all Owner(s), Managers, Officers, Directors, Members, and/or Partners**

Name	Title	Street Address	City	State	Sex	Race	Date of Birth
<b>Ismail Ali Omar</b>	<b>Owner</b>	<b>4608 W. Howard Ave</b>	<b>Milwaukee</b>	<b>WI</b>	<b>M</b>	<b>Jordan</b>	<b>_____</b>
Convicted of a felony within last 10 years <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Within the last 5 years, convicted of any of the following: Misdemeanor <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Statutory violation punishable by forfeiture <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes County or municipal ordinance violation <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				For each "yes" response, provide year of arrest, nature of offense, and conviction information.			
Convicted of a felony within last 10 years <input type="checkbox"/> No <input type="checkbox"/> Yes Within the last 5 years, convicted of any of the following: Misdemeanor <input type="checkbox"/> No <input type="checkbox"/> Yes Statutory violation punishable by forfeiture <input type="checkbox"/> No <input type="checkbox"/> Yes County or municipal ordinance violation <input type="checkbox"/> No <input type="checkbox"/> Yes				For each "yes" response, provide year of arrest, nature of offense, and conviction information.			
Convicted of a felony within last 10 years <input type="checkbox"/> No <input type="checkbox"/> Yes Within the last 5 years, convicted of any of the following: Misdemeanor <input type="checkbox"/> No <input type="checkbox"/> Yes Statutory violation punishable by forfeiture <input type="checkbox"/> No <input type="checkbox"/> Yes County or municipal ordinance violation <input type="checkbox"/> No <input type="checkbox"/> Yes				For each "yes" response, provide year of arrest, nature of offense, and conviction information.			
Convicted of a felony within last 10 years <input type="checkbox"/> No <input type="checkbox"/> Yes Within the last 5 years, convicted of any of the following: Misdemeanor <input type="checkbox"/> No <input type="checkbox"/> Yes Statutory violation punishable by forfeiture <input type="checkbox"/> No <input type="checkbox"/> Yes County or municipal ordinance violation <input type="checkbox"/> No <input type="checkbox"/> Yes				For each "yes" response, provide year of arrest, nature of offense, and conviction information.			
Convicted of a felony within last 10 years <input type="checkbox"/> No <input type="checkbox"/> Yes Within the last 5 years, convicted of any of the following: Misdemeanor <input type="checkbox"/> No <input type="checkbox"/> Yes Statutory violation punishable by forfeiture <input type="checkbox"/> No <input type="checkbox"/> Yes County or municipal ordinance violation <input type="checkbox"/> No <input type="checkbox"/> Yes				For each "yes" response, provide year of arrest, nature of offense, and conviction information.			

## Patti Anderson

---

**From:** Todd Stetzer  
**Sent:** Wednesday, November 19, 2014 2:53 PM  
**To:** Patti Anderson; Mark Sewell  
**Subject:** Conditional Use Requirements-secondhand delars  
**Attachments:** Conditional Use Requirements.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**Categories:** Red Category

Attached is a list of conditional use requirements I would recommend for any second hand buyer/dealer. It would be preferred to have the ordinance updated in accordance with the draft I supplied to Mark, however until then, these would be the minimal requirements to cover public safety concerns.

Having worked with the ECO Atm company, their methods of electronically recording the transactions would fit within the requirements.

Todd S. Stetzer  
Lieutenant  
City of Fitchburg Police Dept.  
5520 Lacy Road  
Fitchburg, WI 53711  
(608) 270-4355

## **CONDITIONAL USE REQUIREMENTS – PAWNBROKER, SECONDHAND DEALER**

### **1). Inspection of Items.**

At all times during the term of the license, the pawnbroker, secondhand article, or second hand jewelry dealer shall allow the police department to enter the premises where the licensed business is located, including all off-site storage facilities, during normal business hours (or at other times in the case of an emergency), for the purpose of inspecting such premises and inspecting the items, wares, merchandise, and records therein to verify compliance with this chapter or other applicable laws.

### **2). Zoning**

All zoning approvals have been obtained for the property upon which the pawnbroker, secondhand article, or secondhand jewelry dealer operation will be conducted, and, general conformance with the city's development standards on the subject site is established or maintained.

### **3). Identification.**

Business may not engage in any transaction or purchase, receipt, or exchange of any secondhand article from a customer without first securing adequate identification from the customer. At the time of the transaction, the pawnbroker, secondhand article, or secondhand jewelry dealer shall require the customer to present one of the following types of identification:

- a. Current, valid Wisconsin driver's license;
- b. Current, valid Wisconsin identification card;
- c. Current, valid photo identification card or photo driver's license issued by another state or province of Canada.

### **4). Transactions with Minors.**

- a. May not engage in a transaction of purchase, receipt, or exchange of any secondhand article from any minor, defined as a person under the age of eighteen (18) years.
- b. May not engage in a transaction unless the minor is accompanied by his or her parent or guardian at the time of the transaction and the parent or guardian signs the transaction form and provides identification as required by this section.

### **5). Records Required.**

At the time of any transaction dealer must immediately record in English the following information by using ink or other indelible medium on forms or in a **computerized record approved by the police department:**

- a. A complete and accurate description of each item, including, but not limited to any trademark, identification number, serial number, model number, brand name, or other identifying mark on such an item.

- b. The purchase price, amount of money loaned upon or pledged therefore.
- c. The maturity date of the transaction and the amount due, including monthly and annual interest rates and all pawn fees and charges.
- d. Date, time, and place the item of property was received by the secondhand dealer or secondhand jeweler, and a unique alpha and/or numeric transaction identifier that distinguishes it from all other transactions in the pawnbroker or secondhand dealer's records.
- e. Full name, current residence address, current residence telephone number, date of birth, and accurate description of the person from whom the item of property was received, including sex, height, weight, race, color of eyes, and color of hair.
- f. The identification number and state of issue from any of the following forms of identification of the seller:
  - i. Current, valid Wisconsin driver's license;
  - ii. Current, valid Wisconsin identification card;
  - iii. Current, valid photo identification card or photo driver's license issued by another state or province of Canada.
- g. The signature of the person identified in the transaction.
- h. Record retention. Data entries shall be retained for at least one year from the date of transaction.
- i. For every transaction secondhand article, or secondhand jewelry dealer shall record the name and address of each customer, the date, time, and place of the transaction, and a detailed description of the article that is the subject of the transaction. The customer shall sign his or her name on a declaration of ownership of the secondhand article identified in the inventory and shall state that he or she owns the secondhand article. The dealer shall retain an original and a duplicate of each entry and declaration of ownership relating to the purchase, receipt, or exchange of any secondhand article for not less than one year after the date of the transaction and shall make duplicates of the inventory and declarations of ownership available to any law enforcement officer for inspection at any reasonable time.

**6). Holding Period.**

- a. Any secondhand article shall, secondhand jewelry, gold or silver coins or bullion be kept on the premises or other place for safekeeping for not less than thirty (30) days after the date of purchase or receipt, unless the person known by the pawnbroker, secondhand article, or secondhand jewelry dealer to be the lawful owner of the secondhand article redeems it.

- b. The secondhand article shall be held separate from saleable inventory and may not be altered in any manner. The pawnbroker, secondhand article, or secondhand jewelry dealer shall permit any law enforcement officer to inspect the secondhand article during this period. Within twenty-four (24) hours after a request of a law enforcement officer during this period, a pawnbroker, secondhand article, or secondhand jewelry dealer shall make available for inspection any secondhand article which is kept off the premises for safekeeping.

**7). Police Order to Hold Property.**

- a. Investigative hold. Whenever a law enforcement officer from any agency notifies a pawnbroker, secondhand article, or secondhand jewelry dealer not to sell an item, the item must not be sold or removed from the premises. The investigative hold shall be confirmed in writing by the originating agency within seventy-two (72) hours and will remain in effect for fifteen (15) days from the date of initial notification, or until the investigative order is canceled.
- b. Order to confiscate.
  - i. If an item is identified as stolen or evidence in a criminal case, the police department may physically confiscate and remove it from the shop, pursuant to a written order from the police department.
  - ii. When an item is confiscated, the person doing so shall provide identification upon request of the pawnbroker, secondhand article, or secondhand jewelry dealer, and shall provide the pawnbroker, secondhand article, or secondhand jewelry dealer with the name and phone number of the confiscating officer and the case number related to the confiscation.
  - iii. When an order to confiscate is no longer necessary, the police department shall so notify the secondhand article, or secondhand jewelry dealer.

**8). Reports to Police/notice to Sellers.**

- a. Dealers must submit every reportable transaction to the Fitchburg Police Department daily in the following manner.

Dealers must provide to the police department all information required, by transferring it from their computer to the electronic reporting system. All required records must be transmitted completely and accurately after the close of business each day in accordance with standards and procedures established by the police department using procedures that address security concerns of the dealer and the police department.

- b. Billable transaction fees. Dealers will be responsible for any cost incurred in order to comply with submitting report to computerized reporting systems approved for reporting transactions to the police department.
- c. The dealer must display a sign of sufficient size in a conspicuous place on the premises which informs all patrons that all transactions are reported to the department.

# City of Fitchburg

## Committee of Commission Referral

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Direct Referral Initiated by:

Direct Referral Approved by: Mayor

Date Referred: December 9, 2014

Ordinance Number:

Date to Report Back: January 13, 2015

Resolution Number: R-113-14

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Sponsored by:

Drafted by: Jill McHone

**TITLE: APPROVAL OF 2015 CONTRACT WITH DANE COUNTY  
HUMAN SERVICES**

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**Background:** Dane County Human Services is offering \$46,347 for the following services to be provided by the Senior Center in 2015: Nutrition, Case Management and MA Case Management.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Commission on Aging	McHone	December 11, 2014	Approved
2	Finance	Roach	January 13, 2015	
3	Public Safety	Anderson	January 13, 2015	

Amendments:

**DCDHS - COUNTY OF DANE**  
**Purchase of Services Agreement**

Agreement No: 82916  
Begin Date: 1/1/2015  
Expiration Date: 12/31/2015  
Authority: Res. NA  
Maximum Cost: \$46,347.<sup>00</sup>  
Number of Pages: 45  
Corporation Counsel Approval: \_\_\_\_\_

**THIS AGREEMENT** is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and City of Fitchburg (hereafter, "PROVIDER"), as of the respective dates representatives of both parties have affixed their respective signatures.

**WHEREAS COUNTY**, whose address is 1202 Northport Drive, Madison, WI 53704, desires to purchase services from PROVIDER, whose address is 5520 E Lacy Rd, Madison WI 53711 for the purpose of:

- Congregate Meals (SPC 401)
- Case Management (SPC 604)

These services are more particularly described in Section 1 of Schedule A.

**AND WHEREAS** Provider is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

*[End of Page]*

I. **TERM.**

The term of this Agreement shall commence as of the *Begin Date* and shall end as of the *Expiration Date*, both of which are set forth on page one (1) hereof. PROVIDER shall complete its service obligations under this Agreement not later than the *Expiration Date*. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the *Maximum Cost* as stated above for all services.

II. **SERVICES.**

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached *Schedule A*, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of *Schedule A* or any of them, it is agreed that the terms of *Schedule A*, to the extent of any conflict, are controlling.
- B. PROVIDER shall furnish the services contained in and comply with the performance and productivity requirements contained in the *Program Summary* document, which is attached hereto and fully incorporated herein by reference. PROVIDER shall complete its obligations under this Agreement in a sound, economical and efficient manner in accordance with this Agreement and all applicable laws.
- C. COUNTY will make payments for services rendered under this Agreement as and in the manner specified herein and in *Schedule B*, which, if attached, is fully incorporated herein by reference.
- D. PROVIDER agrees to make such reports as are required by this Agreement and in the attached *Schedule C*, which is fully incorporated herein by reference.
- E. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY. PROVIDER shall ensure PROVIDER's personnel are instructed that they will not have any direct contractual relationship with COUNTY. COUNTY shall not participate in or have any authority over any aspect of PROVIDER's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- F. COUNTY shall have the right to request replacement of personnel. PROVIDER shall comply where such personnel are deemed by COUNTY to present a risk to consumers. In other instances, PROVIDER and COUNTY shall cooperate to reach a reasonable resolution of the issue.
- G. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin.
- H. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and/or PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- I. PROVIDER understands that time is of the essence.
- J. Unless specified differently herein, a PROVIDER shall maintain a consistent volume of service delivery throughout the months of the Agreement as determined by COUNTY.

**SECTION A**  
(Non-Discrimination)

III. **NON-DISCRIMINATION.**

- A. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or

political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

- B. PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

#### **IV. AFFIRMATIVE ACTION.**

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, PROVIDER shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY.
- B. PROVIDER shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office, and shall report annually the number of persons, by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.
- C. PROVIDER agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D. C. Ords., and the provisions of this Agreement.

#### **V. AMERICANS WITH DISABILITIES ACT COMPLIANCE.**

- A. PROVIDER and all Subcontractors agree not to discriminate on the basis of disability in accordance with The Americans with Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. PROVIDER agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- B. PROVIDER shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, PROVIDER agrees to offer "programmatically accessibility" to recipients (real or potential) of said services and programs (e.g. change time/location of service).
- C. PROVIDER agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. PROVIDER agrees to train staff in human relations techniques and sensitivity to persons with disabilities. PROVIDER agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. PROVIDER agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in PROVIDER's programs and services.

**VI. BILINGUAL SERVICES.**

PROVIDER agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. PROVIDER agrees that it will employ staff with bilingual or special foreign language translation skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. PROVIDER will provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative languages appropriate to the needs of the client population. PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in PROVIDER's programs and services.

**VII. CIVIL RIGHTS COMPLIANCE.**

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to the COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health Services Division that covers the services purchased by Dane County, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. The PROVIDER further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of the PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to the Dane County Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER's plan shall govern PROVIDER's activities.

**VIII. EQUAL BENEFITS REQUIREMENT.**

PROVIDER will comply with section 25.016 of Dane County Code of Ordinances by providing the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if such a benefit cannot reasonably be provided. PROVIDER agrees to make available for inspection by COUNTY the PROVIDER's payroll records relating to employees providing services under this Agreement. If PROVIDER's payroll records contain any false, misleading, or fraudulent information, or if PROVIDER fails to comply with the provision of s. 25.016 of the Dane County Code of Ordinances, COUNTY's Contract Compliance Officer may withhold payments; terminate, cancel, or suspend this Agreement in whole or in part; or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after a first violation is found and for a period of three years after a second or subsequent violation is found. Contracts only involving the purchase of goods, or contracts with a school district, municipality or other unit of government are exempt from the requirements of this section.

**IX. EQUAL OPPORTUNITY NOTICE.**

In all solicitations for employment placed on PROVIDER's behalf during the term of this Agreement, PROVIDER shall include a statement to the effect that PROVIDER is an "Equal Opportunity Employer".

**SECTION B  
(General Terms)**

**X. ASSIGNMENT AND TRANSFER.**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of COUNTY, unless otherwise provided herein. Claims for money due to PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without COUNTY consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall furnish COUNTY with notice of any such assignment or transfer.

**XI. CONFIDENTIALITY.**

- A. PROVIDER agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, COUNTY and PROVIDER agree that:
1. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
  2. PROVIDER knows and understands it is not entitled to any client specific information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.
  3. Upon request from COUNTY, client specific information, including but not limited to treatment information, shall be exchanged between PROVIDER and COUNTY, consistent with applicable federal and state statutes, for the following purposes:
    - a. Research (names and specific identifying information not to be disclosed);
    - b. Fiscal and clinical audits and evaluations;
    - c. Coordination of treatment or services; and
    - d. Determination of conformance with court-ordered service plans.
- B. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.

1. The PROVIDER agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all relevant regulations as from time to time amended, to the extent those regulations apply to the services the PROVIDER provides or purchases with funds provided under this Agreement.
2. In addition, certain functions included in this Agreement may be covered within HIPAA rules. As such, the COUNTY must comply with all provisions of the law. If COUNTY has determined that PROVIDER is a "Business Associate" within the context of the law, PROVIDER will sign and return the attached Business Associate Agreement, which will be included and made part of this Agreement.

**XII. COOPERATION.**

- A. PROVIDER agrees to cooperate with departments, agencies, employees and officers of COUNTY in providing the services described herein.
- B. Where PROVIDER furnishes counseling, care, case management, service coordination or other client services and COUNTY requests PROVIDER or any of PROVIDER's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this Agreement include PROVIDER making itself or its employees available to provide such evidence requested by COUNTY as authorized by law.

**XIII. COUNTY LOGO.** PROVIDER agrees to display the Dane County Department of Human Services (DCDHS) logo in its waiting rooms and incorporate the logo in all PROVIDER publications and stationery that pertain to services funded by COUNTY. Costs associated with display of the logo are the responsibility of COUNTY.

**XIV. DELIVERY OF NOTICES.**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this Agreement. Any party changing its address shall notify the other party in writing within five (5) business days.

**XV. DISPUTE RESOLUTION.**

- A. **Good Faith Efforts.** In the event of a dispute between PROVIDER and COUNTY involving the interpretation or application of the contents of this Agreement, PROVIDER and COUNTY agree to make good faith efforts to resolve grievances informally.
- B. **Formal Procedure.** In the event informal resolution is not achieved, COUNTY and PROVIDER shall follow the following procedure to resolve all disputes:

**Step 1:** PROVIDER's Chief Executive Officer shall present a description of the dispute and PROVIDER's position, in writing, to COUNTY's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting PROVIDER's position. Failure to timely provide said document constitutes a waiver of PROVIDER's right to dispute the item.

**Step 2:** Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

**Step 3:** If resolution is not reached in Step 2, COUNTY's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

**Step 4:** PROVIDER's Chief Executive Officer or equivalent may request a review of the initial decision by mailing a written request to COUNTY's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

**Step 5:** COUNTY's Human Services Director shall respond to the request for review by mailing a final written decision to PROVIDER within fifteen (15) working days of receipt of the request.

**Step 6:** PROVIDER's Chief Executive Officer or equivalent may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

**Step 7:** The County Executive shall provide a final decision by mailing it to PROVIDER within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

**C. Client Grievance Procedure.**

1. PROVIDER shall have a written client grievance procedure approved by COUNTY, posted in its service area, at all times during the term of this Agreement.
2. Where clients may be entitled to an administrative hearing concerning eligibility, PROVIDER will cooperate with COUNTY in providing notice of said eligibility to clients.

**XVI. EMERGENCY PLANNING.**

- A. In order for PROVIDER and the people PROVIDER serves to be prepared for an emergency such as a tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, PROVIDER shall develop a written plan that at a minimum addresses:
1. The steps PROVIDER has taken or will be taking to prepare for an emergency;
  2. Which of PROVIDER's services will remain operational during an emergency;
  3. The role of staff members during an emergency;
  4. PROVIDER's order of succession, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility;
  5. Evacuation routes, means of transportation and use of alternate care facilities and service providers, (such as pharmacies) with which PROVIDER has emergency care agreements in place;
  6. How PROVIDER will assist clients/consumers to individually prepare for an emergency; and
  7. How essential care records will be protected, maintained and accessible during an emergency.
- A copy of the written plan should be kept at each of PROVIDER's office(s).
- B. Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.

**XVII. FAIR LABOR STANDARDS COMPLIANCE.**

- A. **Reporting Adverse Findings.** During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, COUNTY may take such action.
- B. **Appeal Process.** PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e), D.C. Ords.
- C. **Notice Requirement.** PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane

County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**XVIII. INDEMNIFICATION BY PROVIDER.**

- A. To the fullest extent permitted by law, PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, claims, damages, losses, charges, costs, or expenses caused by or arising from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, agents, volunteers, employees or representatives. The obligations of PROVIDER under the paragraph shall apply to liability, claims, losses, damages, costs or expenses arising from any aspect of PROVIDER's personnel policies or practices, because, except as otherwise provided herein, it is understood that COUNTY assumes no control over PROVIDER's business operations, methods or procedures.
- B. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph.
- C. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- D. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

**XIX. INSURANCE.**

- A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of *paragraph XV*, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.
  - 1. Commercial General Liability.  
PROVIDER agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.
  - 2. Commercial/Business Automobile Liability.  
PROVIDER agrees to maintain Commercial/Business Automobile Liability at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - 3. Professional Liability.  
PROVIDER agrees to maintain Professional Liability at a limit of not less than \$1,000,000 per claim with a \$1,000,000 aggregate for all PROVIDER's professional employees. The coverage shall include Unintentional

Errors/Omissions Endorsement. There shall be an extended reporting period provision of not less than two years.

4. Workers' Compensation.  
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

5. Umbrella or Excess Liability.  
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

B. PROVIDER Prohibited from Waiving COUNTY's Right to Subrogation: When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance.

C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

D. COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

E. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

F. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

**XX. LICENSE, CERTIFICATION AND STANDARD COMPLIANCE.**

A. **Service Standards.** PROVIDER shall meet State and Federal service standards as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement, including all regulations applicable to the expenditure and reporting of funds for services purchased by this Agreement.

- B. **Licenses and Certifications.** Where required by law, PROVIDER must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased hereby. PROVIDER shall fully cooperate with licensing and certification authorities. PROVIDER shall submit copies of the required licenses or certifications upon request by COUNTY. PROVIDER shall promptly notify COUNTY in writing of any citation PROVIDER receives from any licensing or certification authority, including all responses and correction plans.
- C. **County Standards.** Where COUNTY wants to apply a specific set of standards to PROVIDER not contrary to state and federal regulations, the same are specified or are specifically referred to in this Agreement.
- D. **Background Checks.** PROVIDER agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law.
- E. **Notification.** PROVIDER shall notify the COUNTY promptly, in writing, if it is unable to comply with any of the above requirements.

**XXI. LIVING WAGE.**

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services under this Agreement or a subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors conform to the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  - 1. When the *Maximum Cost* of the Agreement is less than \$5,000;
  - 2. When the provider is a school district, a municipality, or other unit of government;
  - 3. When the County is purchasing residential services at an established per bed rate;
  - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  - 5. When an individual receives compensation for providing services to a family member;
  - 6. When employees are student interns;
  - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances;
  - 8. Where this Agreement is funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.
- G. COUNTY at its sole discretion may fund all, part or none of PROVIDER's obligation to pay its employees living wages under section 25.015 of the Dane County Code of Ordinances. If PROVIDER fails to provide COUNTY living wage survey information by the due date set

by COUNTY, it shall forfeit any funds COUNTY may have otherwise provided for this purpose.

**XXII. NO WAIVER OF RIGHT OF RECOVERY.**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER. The making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**XXIII. PATENTS AND INVENTIONS.** PROVIDER may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by PROVIDER and COUNTY, the invention(s) shall be jointly owned.

**XXIV. PENALTIES.**

- A. PROVIDER shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by COUNTY. Concurrent with notification, PROVIDER shall submit either a request for an alternative deadline or other course of action or both. COUNTY may grant or deny the request. COUNTY has the prerogative to withhold payment to PROVIDER upon denial of request or until any condition set by COUNTY is met. In the case of contracts that have been renewed or continued from a previous contractual period, COUNTY may withhold payment in the current period for failures that occurred in a previous period.
- B. If COUNTY is liable for damages sustained as a result of breach of this Agreement by PROVIDER, COUNTY may withhold payments to PROVIDER as set off against said damages.
- C. If, through any act of or failure of action by PROVIDER, COUNTY is required to refund money to a funding source or granting agency, PROVIDER shall pay to COUNTY within ten (10) working days, any such amount along with any interest and penalties.

**XXV. RECORDS.**

- A. **Open Records Requests.** PROVIDER agrees to assist COUNTY in promptly fulfilling or answering any open records request, in the manner determined by COUNTY, of a record not protected by a law requiring confidentiality that PROVIDER keeps or maintains on behalf of COUNTY.
- B. **Records Retention.** PROVIDER shall retain any record required to be kept on behalf of COUNTY for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law.
- C. **Records Ownership.**
  - 1. It is understood that in the event this Agreement terminates for any reason, COUNTY, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the Agreement.
  - 2. If, as the result of the expiration or termination of this Agreement, PROVIDER discontinues services provided under this Agreement to any client who continues to require such service, COUNTY shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to, all documents, electronic data, products and services prepared or produced by PROVIDER under this Agreement.

**XXVI RENEGOTIATION.**

- A. This Agreement or any part thereof, may be renegotiated at the option of COUNTY in the case of: 1) increased or decreased volume of services; 2) changes required by Federal or

State law or regulations or court action; 3) cancellation, increase or decrease in funding; 4) changes in service needs identified by COUNTY; 5) PROVIDER's failure to provide monthly services purchased; or 6) upon any mutual agreement. PROVIDER agrees to renegotiate in good faith if COUNTY exercises this option.

- B. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by COUNTY and PROVIDER.
- C. Changes to the number of units purchased under this Agreement pursuant to renegotiation shall be reflected by amendment to the *Program Summary*.
- D. If PROVIDER refuses to renegotiate in good faith as required by this section, COUNTY may either terminate the Agreement or unilaterally adjust payments downward to reflect COUNTY's best estimate of the volume of services actually delivered by PROVIDER under this Agreement.

## **XXVII. TERMINATION, SUSPENSION AND/OR MODIFICATION.**

This Agreement may be terminated and/or its terms may be modified or altered as follows:

- A. Either party may terminate the Agreement, for any reason, at any time upon ninety (90) days written notice.
- B. Failure of PROVIDER to fill any of its obligations under the Agreement in a timely manner or violation by PROVIDER of any covenants or stipulations contained in this Agreement shall constitute grounds for COUNTY to terminate this Agreement upon ten (10) days written notice of the effective date of termination.
- C. The following shall constitute grounds for immediate termination:
  - 1. Violation by PROVIDER of any state, federal or local law, or failure by PROVIDER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
  - 2. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
  - 3. Failure of PROVIDER to comply with reporting requirements contained herein.
  - 4. Inability of PROVIDER to perform the work provided for herein.
  - 5. Exposure of a client to immediate danger when interacting with PROVIDER.
- D. In the event of cancellation or reduction of state, federal or county funding upon which COUNTY relies to fulfill its obligations under this Agreement, PROVIDER agrees and understands that COUNTY may take any of the following actions:
  - 1. COUNTY may terminate this Agreement, upon thirty (30) days written notice.
  - 2. COUNTY may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
  - 3. COUNTY may reduce funding to PROVIDER upon thirty (30) days written notice. If COUNTY opts to reduce funding under this provision, COUNTY may, after consultation between PROVIDER and COUNTY's contract manager or designee, specify the manner in which PROVIDER accomplishes said reduction, including, but not limited to, directing PROVIDER to reduce expenditures on designated goods, services and/or costs.
- E. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder or failure of PROVIDER to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by COUNTY under this Agreement are not subject to the review process set forth in Section XV B of this document.

**SECTION C**  
(Financial Terms)

**XXVIII. FINANCIAL PROVISIONS.**

A. **Accounting.** The *Wisconsin Allowable Cost Policy Manual* shall determine eligible reimbursable expenses. PROVIDER shall adhere to the *State of Wisconsin's Allowable Cost Policy Manual*, including revisions and updates and return to COUNTY any funding paid in excess of allowable costs.

B. **Method of Payment.** PROVIDER shall be paid for its services as indicated below.

1. **Monthly Expense Reimbursement:** Expenses incurred by PROVIDER shall be reimbursed by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. **Unit of Service Reimbursement:** Units of service provided shall be paid by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) or a monthly billing statement and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. **Monthly Advance Payment with Year End Reconciliation:** PROVIDER shall be advanced equal monthly payments consisting of the annual Agreement amount divided by the number of months covered under this Agreement. The last monthly payment to PROVIDER may be adjusted to actual expenses anticipated for the Agreement term. Request for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY by the first of the month previous to the month the payment is to be issued. This provision will be applicable to the following programs:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **Other Method of Payment:** This method is described in Schedule B for the following programs:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. **Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, COUNTY may at its option refuse to advance all or part of any unearned payment otherwise due to PROVIDER if COUNTY reasonably suspects any of the following:

1. PROVIDER has mismanaged any funds provided by COUNTY.
2. Funds in PROVIDER's possession are at risk of being seized by PROVIDER's creditors or other adverse interest.
3. PROVIDER appears incapable of maintaining itself as a going business concern.
4. PROVIDER fails to meet reporting requirements.

- D. **Administrative Cost Ceiling.** PROVIDER agrees to keep administrative costs for each program at or below the percentage approved by COUNTY. The approved administrative cost is that percentage most recently approved by COUNTY, whether governed by this year's Agreement or by a previous year's Agreement. No variance in excess of the approved administrative percentage will be allowed unless approved by COUNTY in advance and in writing. In no event will COUNTY approve an administrative cost percentage in excess of 15% of the cost of each program.
- E. **Exemptions from Administrative Cost Ceiling.** At the discretion of COUNTY, programs will be exempt from the prescribed ceiling if any of the following applies:
1. The program is 100% administrative, or
  2. The program is paid monthly under the unit of service reimbursement method of payment, or
  3. The program is 100% funded from medical assistance or another federal source; in such case the administrative expense shall be limited to the requirements of the funding source.
- F. **Bond.** At all times during the term of this Agreement PROVIDER shall maintain an employee dishonesty bond in an amount sufficient to hold PROVIDER harmless in the event of employee fraud or defalcation. Said bond shall insure PROVIDER against the loss of funds provided through this Agreement and the loss of client funds to which the PROVIDER or its employees has access through the services provided through this Agreement. PROVIDER shall furnish evidence of having met this requirement upon request by COUNTY.
- G. **Budgets and Personnel Schedules.**
1. Programs paid under the unit of service reimbursement method of payment shall be exempt from the requirements of this section.
  2. For each program funded by COUNTY, PROVIDER shall prepare a program budget and supporting personnel schedule and submit it to COUNTY for approval within fifty-six (56) days after the effective date of this Agreement. PROVIDER agrees to submit its program budgets and personnel schedules on forms provided by COUNTY and according to guidelines provided by COUNTY. Program budgets and personnel schedules shall be considered approved when signed by both PROVIDER and COUNTY. Upon approval by COUNTY, both the program budget and personnel schedule shall be made a part of this Agreement.
  3. Variances in any program account category (categories are: Personnel, Operating, Space, Special Costs, and Other Expense) in excess of \$5,000.00 or 10%, whichever is less, shall not be allowed unless PROVIDER obtains written approval of COUNTY at COUNTY's discretion for good cause shown. Overall program under-spending is not considered a variance.
  4. Funds allocated to each program must be used as allocated in accordance with the approved program budget and may not be transferred between programs without the written agreement of COUNTY at COUNTY's discretion for good cause shown.
  5. If there is a change in program funding under this Agreement, PROVIDER shall submit a revised budget and personnel schedule, unless waived in writing by COUNTY.
  6. In performing services required under this Agreement, PROVIDER shall not exceed either the approved program budget or the staffing level indicated in the approved personnel schedule.
- H. **Client Accounts.**
1. Under no circumstances is PROVIDER permitted to commingle funds belonging to clients with PROVIDER's funds. Client funds shall be kept in separate accounts ("Client Accounts") such that all monies can be accounted for at all times.
  2. Client Accounts established pursuant to this section shall be subject to audit at any time during normal business hours and without prior notice.

3. If COUNTY discovers a deficiency in any Client Account or if a formal complaint is filed pertaining to such an account, COUNTY or its representative may withhold from PROVIDER funds equivalent to the sum in dispute until settlement is reached.

I. **Collection of Client Fees.**

1. COUNTY shall determine which programs operated by PROVIDER are required under Wis. Stats. 46.03(18) to participate in the Wisconsin Administrative Code (DHS 1) Uniform Fee System of charging clients for services provided and inform PROVIDER. PROVIDER shall assume responsibility for the billing and collection of fees, unless specified otherwise in this Agreement.
2. PROVIDER shall not delegate collection of fees to private collection firms without written permission from COUNTY.

J. **Deadline for Requesting Cost Variances and Transfers of Funds Between Programs.** Requests for approval of cost variances and transfers of funds between programs must be made in writing to COUNTY no later than January 25 of the year following the Agreement year. COUNTY will not consider written requests for further revisions unless they are the result of auditing adjustments detailed in a letter from PROVIDER's auditor and submitted prior to or with the annual audit report.

K. **Deposits in FDIC-Insured Account.** Any payments of monies to PROVIDER by COUNTY for services provided under this Agreement shall be deposited in a financial institution with Federal Deposit Insurance Corporation (FDIC) insurance coverage. For any balance exceeding FDIC coverage PROVIDER must obtain additional insurance.

L. **Donations.** PROVIDER shall account for donations in accordance with the State of Wisconsin's Allowable Cost Policy Manual (Section III, item 12) and other applicable law.

M. **Expense Reports.** PROVIDER shall submit expense reports on the form provided by COUNTY. The report shall be submitted on a quarterly basis and is due no later than the 25<sup>th</sup> of the month following the end of the quarter. COUNTY may require reports more frequently upon thirty (30) day notice. Programs paid under the unit of service reimbursement method of payment shall be exempt from submitting the expense reports described in this paragraph.

N. **Financial and Compliance Audit by PROVIDER.**

1. PROVIDER, if it receives departmental funding over \$25,000, shall submit a copy of its agency-wide annual audit to COUNTY within one hundred eighty (180) days of the end of its fiscal year. The audit shall be performed on behalf of PROVIDER by an independent certified public accountant and shall be conducted in accordance with the applicable state and federal regulations and guidelines, including, but not limited to: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapters 1 and 2;* the *State of Wisconsin's Department of Health Services Audit Guide;* and the *State of Wisconsin's Allowable Cost Policy Manual.* If PROVIDER receives department funding less than \$100,000, it may request a waiver of this requirement. When required, the audit shall include the following items:
  - a. The auditor's opinion on the financial statements.
  - b. A supplementary schedule identifying expenses and revenues by funding source and by program. This schedule shall be presented in worksheet format with programs and funding sources as columns, revenues and expenses as line items, with expenditures reflected by category as defined by COUNTY (i.e., Personnel, Operating, Space, Special Costs, and Other Expenses) as allocated between "administrative" and "program" categories, and an excess or deficit computed at the foot of each column.
  - c. For each program funded by COUNTY, a supplementary schedule in the form of a final expense report as prescribed by COUNTY.
  - d. The auditor's opinion on the supplementary schedules.

- e. The auditor's Report on Compliance and Internal Control over Financial Reporting based on an audit of financial statements performed according to Government Auditing Standards.
  - f. The auditor's Report on Compliance with requirements applicable to each major program and Internal Control over Compliance in Accordance with *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Chapters 1 and 2 and the State Single Audit Guidelines.
  - g. A Schedule of Questioned Costs, if any.
  - h. The auditor's Letter to Management, as applicable.
  - i. The auditor's Summary of Audit Results.
2. COUNTY shall identify in writing to PROVIDER those findings or recommendations in the audit which shall require a written response and plan of corrective action by PROVIDER.
  3. Where the Agreement period and PROVIDER's fiscal year do not coincide, the audit shall include a bridging schedule by program identifying expenses to the Agreement period. "By program" means that the bridging schedule must show each program individually.
  4. COUNTY shall accept its allocated share of the audit cost as indicated in the approved budget. COUNTY shall comment on the audit in writing to PROVIDER within one hundred eighty (180) days of when the audit is due or received whichever is later.
  5. PROVIDER understands and acknowledges that all auditing requirements survive the *Expiration Date* of this Agreement. If this contract terminates or is assigned with COUNTY's permission to another entity before the expiration date, these audit provisions shall be due within 120 days of the termination or assignment.

**O. Final Settlement Where County Pays PROVIDER's Costs.**

If this Agreement employs Method of Payment under sub term B., paragraphs 1., 3. or 4. above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:

1. As required by the terms of this Agreement, PROVIDER shall submit an audit, which shall include a supplementary schedule identifying expenses and revenues by funding source and by program. Where there are other revenues in COUNTY program columns of the audit, except for interest and dividends, the revenues shall be deducted from the expenses in those columns to give the net expense to COUNTY.
2. In the event the audit requirement is waived by COUNTY, PROVIDER shall provide COUNTY an unaudited supplementary schedule by program showing net county-funded expenditures by category (i.e., Personnel, Operating, Space, Special Costs, and Other Expense) compared to the most recently approved program budget for this Agreement, which shall be submitted to COUNTY no later than January 25 of the year following the Agreement year. Said schedule shall include an actual vs. budget analysis of expenditures as allocated between "administrative" and "program". The percentage actual expenses vary from the budget shall be calculated and displayed for each account category. This schedule shall be submitted on the form provided by COUNTY and COUNTY shall pay the lesser of unaudited expenses or the annual Agreement amount on a per program basis.
3. On a per program basis, any account category or administrative cost variance not approved by COUNTY will be considered an overpayment and PROVIDER shall reimburse any such amount to COUNTY within ten (10) working days of notification. Overall program under spending is not considered a variance issue.
4. If PROVIDER is a nonprofit organization, it may not keep excess revenue over the approved program budget described in Section C, term XXVIII, sub term G.2.
5. If PROVIDER is a profit organization, Final Settlement on a per program basis, excluding Systems Management programs, shall be the lesser of audited expenses plus four percent (4%) of audited expenses less related revenue or the *Maximum Cost* as stated on page one of this Agreement.

6. PROVIDER must claim any alleged underpayment by COUNTY by the time of final settlement or such claims are waived.

P. **Notice of Financial Instability.** PROVIDER shall give COUNTY immediate notice of any of the following events:

1. That PROVIDER is unable to meet its financial obligations to its employees, to the state or federal governments, or to any creditor.
2. That PROVIDER has written a check drawn on insufficient funds.
3. That PROVIDER has received notice that it has been sued or that a lawsuit against PROVIDER is pending.
4. That PROVIDER has filed a bankruptcy action.
5. That PROVIDER has sustained or will sustain a loss for which it has insufficient financial resources.
6. Any other event that impedes PROVIDER's ability to perform under this Agreement.

Q. **Overpayment.** Any overpayment due COUNTY shall be paid within ten (10) working days of notification. PROVIDER understands that time is of the essence with respect to repayments and agrees that if PROVIDER fails to timely submit repayment, COUNTY may withhold payment due from either a previous year Agreement or the current year Agreement.

R. **Purchased Equipment.**

1. The *State of Wisconsin's Allowable Cost Policy Manual* requires that any asset with an acquisition cost in excess of \$5,000 be capitalized. PROVIDER shall make requests for any exceptions to this policy in writing to the appropriate Division Manager for COUNTY. These requests shall be made prior to the purchase of any such asset.
2. If COUNTY approves an exception under sub. (1), above, and any assets are expensed to COUNTY, said assets shall become the property of COUNTY upon termination or non-renewal of this or any extension or future Agreement.
3. Any item capitalized on PROVIDER's books and depreciated to COUNTY shall remain the property of PROVIDER.
4. PROVIDER agrees to maintain records that clearly identify all items expensed or depreciated to COUNTY and shall provide those records to COUNTY upon request. Where the records are unclear, it shall be assumed that COUNTY is the owner of the property upon termination or non-renewal of the Agreement.

S. **Purchase of Computer Equipment.**

1. Any of PROVIDER's hardware intended to link with the COUNTY network, shall meet Dane County Department of Administration, Management Information Services standards in effect at the time the linkage is desired.
2. PROVIDER shall be responsible for the costs associated with connectivity hardware and software, including, but not limited to, installation of data lines and associated monthly costs, port patch panels (hubs), patch cables, network interface cards and network software.
3. PROVIDER shall be responsible for all maintenance of its computer equipment. Dane County Department of Administration, Management Information Services shall be responsible for maintenance of the network.
4. PROVIDER shall be responsible for completing and submitting current and accurate COUNTY Security Access forms to the COUNTY Security Officer for all staff who will be logging on to a Dane County network. It is PROVIDER's responsibility to ensure accuracy of said Security Access forms. COUNTY has the discretion to refuse access to the network for any reason.

**SECTION D**  
(Reporting and Evaluation Requirements)

**XXIX. REPORTS AND EVALUATION.**

- A. **Audits and Contract Reviews.** PROVIDER agrees to submit to such random audits by COUNTY as COUNTY may request. Unless a violation of State, Federal or local law is alleged, COUNTY will give no less than ten (10) working days notice before a review or monitoring procedure. COUNTY's review and monitoring responsibilities under the terms of this Agreement may include, but are not limited to: Agreement compliance, certification status, financial expenditures, reporting requirements, units of service provided, Affirmative Action Plan, Civil Rights Compliance Plan, American Disability Act Compliance, on-site visits by COUNTY staff and/or county board members, or both, interviews with program consumers, families and guardians, interviews with direct service and management personnel. The State and/or Federal government may also conduct program reviews in connection with their financial oversight functions. PROVIDER agrees to cooperate with COUNTY, State and Federal governments in these reviews.
- B. **Client Reporting.** PROVIDER shall submit monthly client registration and/or client service participation reports in a format provided by COUNTY. Reports for January through November are due on the tenth of the following month. The December report is due no later than January 5.
- C. **Copies to be Supplied.** Copies of any evaluative information obtained by PROVIDER during the year, such as, outside evaluation or accreditation will be submitted to COUNTY at the time received.
- D. **Data Gathering.** PROVIDER will cooperate with COUNTY and other providers to define common data elements to be reported to COUNTY to assist in developing baseline data about program delivery, efficiency, and effectiveness.
- E. **Evaluation Compliance.** PROVIDER will comply with all COUNTY requirements regarding program evaluation COUNTY deems required under Wis. Stats. 46.23(6m)(g).
- F. **Quarterly Report.** PROVIDER will report, in a format as required by COUNTY, to COUNTY's designee on a quarterly basis, beginning on May 1. The final report shall be provided on April 1 of the following year. Reports shall include:
1. Information on client waiting lists.
  2. Quantity of services by Agreement/client category.
  3. Progress or problems in achieving Agreement goals and performance outcomes.
  4. Progress or problems associated with overall PROVIDER operations.
  5. Other information as may reasonably be required by COUNTY.
  6. The fourth quarter report will also include a description of:
    - a. Agency and program objectives for that year;
    - b. Achievement of or progress toward those objectives;
    - c. Problems encountered in meeting the objectives.
  7. Reports on services provided in specific geographical areas as identified to PROVIDER by COUNTY.
- G. **Timeliness.** PROVIDER understands that time is of the essence with respect to all reports and agrees to make all reports in a timely manner as provided below, and agrees that if PROVIDER fails to timely submit any report due under the terms of this Agreement, COUNTY may withhold payment until such report is provided, including payment due from either a previous year or the current year.
- H. **Provider.** Understands and acknowledges that all reporting requirements survive the *Expiration Date* of this Agreement.

**SECTION E**  
(Contract Construction and Legal Process)

**XXX. CONTRACT CONSTRUCTION AND LEGAL PROCESS.**

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Construction.** This Agreement shall not be construed against the drafter.
- C. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- D. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.
- F. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where PROVIDER intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, PROVIDER shall first obtain the written permission of COUNTY; and further, PROVIDER shall ensure that it requires of its subcontractor the same obligations incurred by PROVIDER under this Agreement.
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- H. **Venue.** Venue for any legal proceedings shall be in the Dane County Circuit Court.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

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

\_\_\_\_\_  
*Print Name and Title:* \_\_\_\_\_

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

\_\_\_\_\_  
*Print Name and Title:* \_\_\_\_\_

**Registered Agent's Name:** \_\_\_\_\_

**Agent's Address:** \_\_\_\_\_

**FOR COUNTY:**

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

\_\_\_\_\_  
LYNN M. GREEN, Director of Human Services  
(when applicable)

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

\_\_\_\_\_  
JOE PARISI, County Executive  
(when applicable)

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

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk  
(when applicable)

rev. 03/03; 6/18/03; 7/29/03; 8/19/03; 8/21/03; 10/15/03; 9/22/04; 10/05/05; 10/31/06, 9/27/07; 10/03/08;  
6/29/09; 9/22/09; 9/7/10; 8/2/11; 9/16/11; 7/11/12; 8/27/13; 6/11/14

## Program Summary Form

Created: 10/2/2014	Contract #: 82916	Provider: City of Fitchburg
Revised:	Division: Adult Community Services	Funding Period: January 1, 2015 through December 31, 2015

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a. 1225	1225	ACBCLFSC	CLSMAA	Nutrition	401	357		16.50	1000	\$ 16,500		\$ 16,500	Nut.Report
b.										\$ -	\$ -	\$ -	SAMS
c.										\$ -	\$ -	\$ -	
d.										\$ -	\$ -	\$ -	
e.										\$ -	\$ -	\$ -	
f.										\$ -	\$ -	\$ -	
g.										\$ -	\$ -	\$ -	
h.										\$ -	\$ -	\$ -	
i.										\$ -	\$ -	\$ -	
j.										\$ -	\$ -	\$ -	
<b>Total</b>										\$ 16,500	\$ -	\$ 16,500	

18

\*Other Revenue-Include here the source and related amount for each program:

The section below is to be used to further define the information above.

a.	A "unit" is equivalent to one hour of staff work on activities related to meal site management, home delivered meals, and related activities.
b.	
c.	
d.	
e.	
f.	
g.	
h.	
i.	
j.	

Standard Program Category (SPC) Code Description:

a. 401=Congregate Meals  
b.

c.  
d.

e.  
f.

g.  
h.

j.  
k.

Contract Manager(s)/Programs: Velasquez

Accountant(s)/Programs: Sue Perry

**City of Fitchburg Senior Center**  
**2015 SCHEDULE A PROGRAM REQUIREMENTS**  
**Nutrition Services**  
**Program 1225**

- A. **Description of Services to be Purchased:** This program is intended to provide Older American Act (OAA) Senior Nutrition Program (SNP) Site Management of congregate and home-delivered meal (HDM) services in accordance with: (1) Chapter 8. Nutrition Program Operations of the Manual of Policies, Procedures and Technical Assistance for the Wisconsin Aging Group (Wisconsin Bureau of Aging and Disability Resources); (2) Wisconsin Food Code; and (3) Area Agency on Aging of Dane County's Senior Nutrition Program Policies and Procedures.

Senior Nutrition Program Site Management includes coordination and oversight of the following: (1) program outreach targeting low-income, minority, and rural seniors; (2) supervision of a safe and sanitary facility; (3) service of meals in a congregate setting and the delivery of meals to homebound seniors by trained volunteers; (4) collection and data entry of required participant registration and service delivery data; (5) utilization of a meal reservation system to accurately and timely order meals through the County contracted Caterer; and (6) the provision of nutrition education and isolation reducing activities for senior adults.

1. **Service Location:** Congregate meals are offered at one location within the PROVIDER's service area as approved by the COUNTY: Fitchburg Senior Center, 5510 E. Lacy Road, Fitchburg, WI 53711. Home-delivered meals are portioned and packaged at this same location and delivered by volunteers in the PROVIDER's service area.
2. **Persons to be Served:**
  - a. **Target Population:** As required by the OAA, the PROVIDER shall target adults (age 60+) who have the greatest economic or social need with particular attention to low-income minority and rural individuals. PROVIDER will attempt to serve these target populations in the same proportion as their incidence in the population of the service area served by the PROVIDER.
  - b. **Eligibility Requirements:**
    - 1) For Congregate Meals
      - Any individual age 60 and older

- The spouse of an age 60 and over congregate participant—the spouse can be of any age
- A person with a disability, under age 60 who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided
- A disabled individual who resides at home with and accompanies an older individual to the site
- Any nutrition services staff over the age of 60
- Volunteers under or over age 60

2) For Home-Delivered Meals (HDM)

- Any individual age 60 and over who is frail and essentially homebound by reason of illness, disability, or isolation
- A spouse of a person eligible for a HDM as described above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual
- An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual
- Non-elderly individuals with disabilities who reside at home with older individuals are eligible to receive home delivered meals on a contribution basis

3. **Funding Source:** PROVIDER shall comply with all federal, state, and COUNTY requirements related to the funding source(s) for this program.

4. **Units of Service:** A unit of service is defined as one hour of paid staff time working on the provision of meals at congregate meals sites and/or for home-delivered meals.

**B. Program Specifications**

1. **Service Specifications:**

- a. The meals for this program will be provided by a caterer as decided by the COUNTY unless otherwise specified in this contract.
- b. PROVIDER shall coordinate and oversee daily nutrition program operation at the congregate site as well as the packaging and delivery of home-delivered meals subject to COUNTY contracts with caterers in accordance with Chapter 8: Nutrition Program Operations and the Wisconsin Food Code.

- c. PROVIDER is responsible for ordering congregate and home-delivered meals from the caterer contracted by the COUNTY the weekday before the meal is to be provided. Individual consumers can reserve their meal by calling a local number operated by PROVIDER that is publicized in the community.
- d. PROVIDER shall work cooperatively with the caterer under contract for the site on the following activities:
  - 1) Reserving the meal in advance of serving, as agreed upon by the caterer;
  - 2) Contacting caterer by telephone prior to 7:30 am on any day the meal needs to be cancelled due to weather or other emergencies;
  - 3) Monitoring and recording temperatures as taken by the catering staff upon food delivery to ensure food safety at time of delivery;;
  - 4) Determining the level of consumer satisfaction with quality of food, special diet requests, special menus for special occasions, and other issues as they arise which are related to the meal; and
  - 5) Administering COUNTY approved customer satisfaction surveys as requested.
- e. Immediate problems requiring resolution, such as food shortages or preparation issues, shall be discussed by the PROVIDER directly with the caterer. PROVIDER shall report immediately, in writing via email to the COUNTY contracted Nutritionist, all instances of food shortages, improper temperatures, food waste, or complaints regarding the quality of the food received from the COUNTY contracted caterer so that these issues can be proactively addressed by the COUNTY with the caterer. If these issues are not resolved, the PROVIDER should bring the matter to the attention of the COUNTY nutrition program contract manager.
- f. PROVIDER shall ensure the site's kitchen, dining area, utensils, dishware, HDM carriers, and food storage facilities are maintained in a sanitized condition at all times.
- g. PROVIDER shall ensure food handling and storage is conducted in accordance with food safety regulations of the Wisconsin Food Code, Chapter 8 Nutrition Program Operations and additional Dane County Senior Nutrition Program policies and procedures. PROVIDER will cooperate with all required on-site inspections and make needed corrections required by the COUNTY contracted Nutritionist or by the Public Health Department, depending on the type of license or certification held by the site's kitchen.
- h. PROVIDER shall:

- 1) Employ a ServSafe certified Food Service Manager (certification must be received within first 90 days of employment);
  - 2) Require any other nutrition program staff to be certified in Serving Safe Food;
  - 3) Require all staff complete a minimum of six (6) hours of annual food safety training as described by Chapter 8: Senior Nutrition Program Operation guidelines and approved by the COUNTY; volunteers in direct contact with food shall complete a minimum of six (6) hours of annual food safety training as well; and
  - 4) Require staff attendance at regional annual training as convened by the COUNTY. A representative of the PROVIDER and/or site must attend the four regularly scheduled Nutrition Program Site Manager/Directors meetings during the year. Training records for staff and volunteers must be kept by PROVIDER.
- i. PROVIDER shall encourage all participants to contribute toward the cost of the meal and a confidential mechanism shall be established by the PROVIDER that provides a person the privacy to make the donation they determine that they can afford (including none); all signs regarding donations or other signs required by the COUNTY will be maintained and posted in a visible manner. Persons under the age of 60 must pay full cost of meal and a record of under 60 meals must be kept (see Requirements and Exceptions in 2004 Donation Best Practice document).
- j. PROVIDER shall initially interview all home-delivered meal participants to assess:
- 1) Eligibility for home-delivered meals;
  - 2) Need for other services and/or information; and
  - 3) Level of nutritional risk
- An in person visit and written personal assessment shall be completed no later than four (4) weeks from the beginning of meal service. If eligible, participants shall have their eligibility reassessed at least once per year and more frequently if the meal provision is indicated for less than one year at the time of assessment.
- k. PROVIDER shall have all meal program participants complete a program registration and nutrition risk assessment at the onset of participation and PROVIDER shall enter this information in the SAMS data system within the first 30-days of service.

- I. PROVIDER shall regularly offer programs that are educational and/or entertaining at congregate meal sites and shall maintain a record of such activities to report to the COUNTY at the end of the year. Congregate and home-delivered meal participants shall also receive reputable information about nutrition at least four (4) times (once per quarter) during the year and a record of such activities shall be reported to the COUNTY Nutritionist each month.
2. **Service Hours/Days:** PROVIDER shall maintain program service hours of Monday through Friday. The congregate meal shall be served at a consistent time during the middle of the day as determined by the PROVIDER. Home-delivered meals shall be delivered between the hours of 11:00 am and 1:00 pm.
3. **Service Termination:** PROVIDER shall terminate service when an individual voluntarily withdraws from the program or when the participant no longer meets eligibility criteria.
4. **Transportation:** This contract provides no COUNTY-funded transportation for program participants. Home-delivery of meals is arranged by the PROVIDER through the COUNTY-funded Retired Senior Volunteer Program.
5. **Capacity/Waiting List:** PROVIDER shall use the nutrition risk assessment provided by the COUNTY for determining the number of home-delivered meals provided to eligible participants. If PROVIDER believes a waitlist may be necessary due to funding limitations, the PROVIDER shall seek approval from the COUNTY prior to implementing a waitlist.

### C. Program Evaluation

1. **Goals:** The goals of the Senior Nutrition Program are:
  - a. To reduce hunger and food insecurity;
  - b. To promote socialization of older individuals; and
  - c. To promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention/health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.
2. **Performance Indicators:** The following measures shall be used to evaluate Nutrition Site Management effectiveness:

- a. Number of Senior Nutrition Program safety, sanitation, and program standard violations requiring corrective action during annual site inspection by COUNTY contracted Nutritionist shall indicate compliance with Chapter 8: Nutrition Program Operations and Wisconsin Food Code.
- b. Cost effectiveness shall be measured by the COUNTY by: (1) considering the total program budget and catering contract allowances for meals ordered divided by the number of meals served annually; and, (2) the percent of wasted meals as determined by the COUNTY based on a comparison of the number of meals ordered by the PROVIDER and the number of meals served by the PROVIDER.
- c. PROVIDER outreach to targeted populations shall be measured by the total number of participants, total number of meals served to eligible participants, average number of total and congregate meals served per day, and the proportion of those served that are of low-income, minority, and/or rural to the total number of persons served.
- d. Chapter 8 reporting compliance shall be measured by: (1) the number of instances wherein required data is not entered by the PROVIDER into the SAMS data collection software within 30-days of service provided; and, (2) timely submission of required monthly reports as described in Schedule C.

**D. Reporting:** Refer to Schedule C.

**E. Other Requirements:**

1. Requests for special diet accommodations, with medical orders, and special occasion meals are to be submitted to the COUNTY contracted Nutritionist prior to making arrangements with the COUNTY contracted caterer. The COUNTY contracted Nutritionist shall approve/deny special diet requests and special occasion meals.
2. PROVIDER shall clearly post or periodically distribute cards provided by the COUNTY that identify the telephone numbers for the Elder Abuse Helpline.
3. The mission of the Aging and Disability Resource Center of Dane County (ADRC) is to support older adults, adults with disabilities, their families and caregivers by providing useful information, assistance, and education on community services and long term care options.
  - a. PROVIDER is invited to refer individuals seeking information on adult services and long term care options to the ADRC;

- b. When asked by the ADRC, PROVIDER shall cooperate with ADRC staff in developing referral protocols, memorandum of understanding and other areas related to the ADRC's mission; and
  - c. If PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, PROVIDER shall assure that the data is accurate and shall update the data whenever necessary.
4. The PROVIDER shall participate in meetings, as requested by the COUNTY, for the purpose of planning, coordinating, or improving the provision of congregate or home-delivered meal services.
5. PROVIDER shall solicit congregate and home-delivered meal consumer satisfaction using the approved Statewide survey provided by the COUNTY at least one time per year.

## SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports for Nutrition Site Management have specific due dates as provided below:

Client Registration/Client Services Data Entry (Nutrition)	Client Registration/Nutrition Risk Assessment and ADL & IADL Assessment is entered in the SAMS data-entry system within 30 days of the onset of congregate or home delivered meals. Client Services (number of meals received each month) are entered into SAMS data-entry system by the 20 <sup>th</sup> of the month following service.	20 <sup>th</sup> of Each Month
Monthly Nutrition Report	Submitted Electronically to: aaa@countyofdane.com	20 <sup>th</sup> of Each Month
Client Nutrition Education Report	Submitted Electronically to: browning.mary@countyofdane.com	20 <sup>th</sup> of Each Month
Food Service Licensing & Inspection Reports	Submitted Electronically to: browning.mary@countyofdane.com	Within 10 days of Receipt

## Program Summary Form

Created: 10/6/2014	Contract #: 82916	Provider: City of Fitchburg
Revised:	Division: Adult Community Services	Funding Period: January 1, 2015 through December 31, 2015

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a. 4367	4367	ACBAAFSC	CMCAA	Case Management	604	112	0	\$ 22.18	1,111	\$ 24,643	\$ -	\$ 24,643	Monthly 610
b.													& Qtr Rpt
c.													
d.													
e.													
f.													
g.													
h.													
i.													
j.													
<b>Total</b>										\$ 24,643	\$ -	\$ 24,643	

\*Other Revenue-Include here the source and related amount for each program:

The section below is to be used to further define the information above.

a. # of Clients and Unit Quantity are estimates based upon available baseline data. Funding reflects allocation based on Case Management formula using 2010 census data. A Unit of Service = one hour of case management services.	
b. Funding: Tax Levy	
c. Contract also includes \$1,225 State Health Insurance Program (SHIP) funding for one year pilot program.	
d.	
e.	
f.	
g.	
h.	
i.	
j.	

Standard Program Category (SPC) Code Description:

a. 604=Case Management	c.	e.	g.	j.
b.	d.	f.	h.	k.

Contract Manager(s)/Programs: Cheryl Batterman

Accountant(s)/Programs: Sue Perry

**City of Fitchburg**  
**2015 SCHEDULE A PROGRAM REQUIREMENTS**  
**Client-Centered Case Management Services**  
**Program 4367**

A. **Description of Services to be Purchased:** This program funds client-centered case management services for low-income adult clients, age 60+ that live in Dane County. Low-income is determined as falling below 240% of the Federal Poverty Level. This program shall assess the needs of the client and the client's family, when appropriate, and arrange, coordinate, monitor, evaluate, and advocate for multiple services to meet specific complex needs and preferences. Client-centered case management is based on the recognition that a trusting and empowering direct relationship between case manager and client is essential to facilitate a client's use of services along a continuum of care and to restore or maintain independent functioning to the fullest extent possible. It requires the case manager to develop and maintain a professional relationship with the client, which may include linking the client with systems that provide needed advocacy, services, resources, and opportunities. The focus of case management is client centered, recognizing the importance of each client's interests, worth, and right to self-determination and confidentiality.

1. **Service Location:** PROVIDER shall provide Client-Centered Case Management Services in the residence of the senior adult. Clients may also receive the service over the telephone or walk into the PROVIDER'S office at 5510 E. Lacey Rd, Fitchburg, WI 53711.
2. **Persons to be Served:**
  - a. **Target Population:** To be eligible for this service, a client must reside in the City of Fitchburg.
  - b. **Eligibility Requirements:** The client must be age 60 (or older), live in his/her own home, apartment, or home of a family member, and fall below 240% of the Federal Poverty Level. Clients eligible for Medical Assistance case management or for case management paid for by COP or any other Waiver/Partnership program are not eligible for case management under this program.
3. **Funding Source:** PROVIDER shall comply with all federal, state, and COUNTY requirements related to the funding source(s) for this program.
4. **Units of Service:** A unit of service is defined as one hour of paid staff time providing Client-Centered Case Management Services.

## B. Program Specifications

### 1. Service Specifications:

- a. **Referrals:** Referrals to the client-centered case management program will come from individual older adults and their families, neighbors and friends, social service agencies (to include the ADRC), medical clinics, clergy, hospitals, and other professionals. During the referral process, the case manager shall attempt to gather initial information from the client in order to determine what assistance is needed.
- b. **Assessment:** Assessment shall be conducted during face-to-face meetings with the client and information shall be gathered to determine whether the person needs on-going case management services. If appropriate, the Client Intake and Functional Assessment forms shall be initiated. Requests for services shall be followed-up in a timely manner to determine eligibility for client-centered case management services.
- c. **Open Case:** PROVIDER shall open a case by completing the following:
  1. The case manager has a face-to-face meeting with the client;
  2. The case manager determines on-going case management is required;
  3. The Client Intake and Functional Assessment Forms are complete;
  4. A Case Management Service Plan is developed; and
  5. A course of action for service is initiated.

PROVIDER shall provide proof of client services through case notes. Case notes are documented proof the client has received service from the case manager. Case notes shall reflect the service plan developed with the client. A case shall remain open as long as the needs of the client are being met with the service plan. An open case shall involve continued contact with the case manager to include an annual reassessment.

- d. **Reportable Hours:** PROVIDER shall report specific, identifiable services for each client on the Dane County Monthly Client Service Report (610 Form). All reportable activities shall also be documented in case notes and shall include the amount of time spent on the activity to the nearest quarter of an hour. (The client doing something for himself/herself is not reportable client-centered case management time.) Examples of case manager reportable services include time spent:
  - Traveling to and from a client's home
  - Arranging for medical services
  - Arranging for meals on wheels

- Assisting in the completion of forms of some type
  - Arranging for client transportation
  - Arranging for home chore service
  - Providing specific information
  - Acting as an advocate on behalf of the client
  - Contacting family members and/or professionals to gather information
  - Assessing and enrolling clients for benefits
  - Coordinating housing for clients
  - Activities directly related to meeting the goals of the client's service plan
- e. **Reporting:** PROVIDER shall report specific, identifiable services for each client on the Dane County Monthly Client Service Report (610 Form). This form shall be completed and emailed to Dane County Human Services by the tenth (10<sup>th</sup>) day of the following month. Electronic documents sent by email shall include the standard confidentiality statement. Case managers shall securely maintain appropriate and up-to-date documentation in support of the monthly reports requested by the COUNTY. The hours reported on the monthly 610 form for each client shall match/equal the hours of service documented in case notes.
- f. **Closed Case:** The client-centered case management program has no time limit for a person to receive the service. In each case, the file shall be closed and be removed from the open case history count until reopened, or shall be archived for a period no less than seven (7) years. A case manager making a yearly phone call to a client to see how he/she is doing shall not be used to keep the case file open. The case manager shall close the file when the client withdraws from the program and/or the client's needs have been met. Cases shall be closed by the PROVIDER when any of the following events occurs:
1. There is no activity on a client file for a period of one year; or
  2. The client withdraws from the program or no longer needs client-centered case management services; or
  3. The client enrolls in a Medicaid Waiver Long-Term Care Program (e.g., COP, CIP, Partnership); or
  4. The client enters a nursing home or CBRF; or
  5. The client moves to a residence outside of Dane County; or
  6. The event of the client's death.
- g. **Information & Assistance (I&A):** This program provides information to the general public about services, resources, and programs in areas such as: disability and long-term care related services and living arrangements, health, adult protective services, employment and training for people with disabilities, transportation, home maintenance, and nutrition. While it is the preference of the COUNTY to refer consumers seeking I&A to the Aging and Disability

Resource Center (ADRC) of Dane County, the COUNTY is aware consumers may access this type of assistance through the PROVIDER. This activity outside of on-going client-centered case management is not funded by the COUNTY. ADRC I&A activities are not to exceed a period of 90 days and are thus not considered on-going client-centered case management services.

2. **Frequency of Contact:** PROVIDER shall maintain and document contact with each client at least once during the year.
3. **Service Hours/Days:** PROVIDER shall maintain program service hours Monday through Friday, 8:30 am-4:30 pm, and other hours by appointment.
4. **Length of Service:** This program has no time limit for a client to receive the service.
5. **Service Termination:** PROVIDER shall terminate services to the client when:
  - a. There is no activity on a client file for a period of one year; or
  - b. The client withdraws from the program or no longer needs client-centered case management services; or
  - c. The client enrolls in a Medicaid Waiver Long-Term Care Program (e.g., COP, CIP, Partnership); or
  - d. The client enters a nursing home or CBRF; or
  - e. The client moves to a residence outside of Dane County; or
  - f. The event of the client's death.
6. **Referral/Application Process:** Referrals to the program come from individual senior adults and their families, neighbors and friends, social service agencies (to include the Aging & Disability Resource Center of Dane County), medical clinics, clergy, hospitals, and other professionals. Referrals are received by contacting the PROVIDER'S office Monday through Friday. During the referral process, the PROVIDER shall gather initial information from the client in order to determine what assistance is needed.
7. **Capacity/Waiting List:** PROVIDER shall give priority to senior adults most at risk. This includes victims of elder abuse and neglect and persons with dementia. PROVIDER shall maintain a waiting list including a description of the person's current situation.
8. **PROVIDER Responsibilities:** During the term of this Agreement, PROVIDER shall:
  - a. Require case management staff to adhere to the National Association of Social Worker's Code of Ethics, Dane County Client-Centered Management Standards, and Dane County Client-Centered Case Management Policy & Procedures;

- b. Require at least one case manager in attendance at each COUNTY coordinated case management training;
  - c. Require PROVIDER director (or designated staff member) to attend COUNTY coordinated Focal Point Director meetings;
  - d. Report specific, identifiable services for each client/consumer on the Dane County Monthly Client Service Report (610 Form). All reportable activities shall also be documented in case notes and shall include the amount of time spent on the activity to the nearest quarter of an hour. This form is to be completed and emailed to Dane County Human Services by the 10th day of the following month. The hours reported on the monthly 610 form for each client/consumer shall match/equal the hours of service documented in case notes;
  - e. Require case management staff to include the standard confidentiality statement in all electronic documents sent by email;
  - f. Require case management staff to offer their clients an opportunity to receive an injury prevention/home safety check and assistance in eliminating home safety dangers;
  - g. Require case management staff to provide their clients a directory that includes the telephone numbers for the Aging and Disability Resource Center of Dane County, Dane County Emergency Management's Disaster Preparedness Registry, Elder Abuse Helpline, and Senior Focal Points;
  - h. Require case management staff to conduct home-delivered meal eligibility assessments within four (4) weeks of start of service. Reassessments will be completed annually for ongoing participants and more frequently as necessary to determine continued eligibility. The assessment/reassessment will be forwarded to the appropriate home-delivered meal provider;
  - i. Collaborate with DCDHS staff to distribute a satisfaction survey annually for Client-Centered Case Management clients to complete;
  - j. Require case management staff to refer MA eligible clients whenever he/she appears to meet the criteria for MA Case Management; and
  - k. Require case management staff to collect, record, and submit State Health Insurance Program (SHIP) participant data during this pilot-year program. Data shall be submitted to AAA by the 20<sup>th</sup> of each month.
9. **COUNTY Responsibilities:** During the term of this Agreement COUNTY agrees to:
- a. Facilitate case management trainings for PROVIDER's case management staff;
  - b. Provide all standardized client-centered case management forms and reporting mechanisms to the PROVIDER;
  - c. Collaborate with agency staff to distribute a satisfaction survey annually for Client-Centered Case Management clients to complete and provide results/findings of the survey by January 15, 2016; and
  - d. Provide funding for this program (as indicated on the Program Summary).

### C. Program Evaluation

1. **Goals:** The goal of the client-centered case management program is to provide senior adults in Dane County the support they need to achieve and maintain optimum independence in their community through the assessment of need and the coordination and monitoring of community-based services. Client-centered case management optimizes client functioning by a thorough assessment of needs. Using this assessment, the case manager, with the client's input, develops a plan that provides services in the most efficient and effective manner. Client-centered case management rests on a foundation of professional training, values, knowledge, theory, and skills used in the service of attaining goals that are established in conjunction with the client and the client's family and/or significant individuals, when appropriate. Client-centered case management is ongoing, and includes the following specific goals:
  - a. To promote and enhance, when possible, the skills of the client in accessing and utilizing supports and services
  - b. To develop the capacities of social networks and relevant human services providers to promote the functioning and well-being of the client to enable their independence
  - c. To promote service effectiveness while providing services and supports in the most efficient manner possible
  - d. To link, create, and promote formal and informal systems to provide the client with resources, services, and opportunities
  
2. **Performance Indicators:** The following measures shall be used to evaluate program effectiveness:
  - a. PROVIDER shall serve a minimum of 112 unduplicated clients with client-centered case management services in 2015; and
  - b. PROVIDER shall provide a minimum of 1,111 service hours of client-centered case management services in 2015.
  - c. Compliance shall also be measured by timely submission of required monthly reports as described in Schedule C.

### D. Other Requirements:

1. COUNTY may withhold monthly payment in the event of contract non-compliance.
2. The mission of the Aging and Disability Resource Center of Dane County (ADRC) is to support older adults, adults with disabilities, their families and caregivers by

providing useful information, assistance, and education on community services and long term care options.

- a. PROVIDER may refer individuals seeking information on adult services and long term care options to the ADRC;
  - b. PROVIDER shall cooperate with ADRC staff in developing referral protocols, memorandum of understanding, and other areas related to the ADRC's mission; and
  - c. If PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, PROVIDER shall ensure the data is accurate and shall update the data whenever necessary.
3. PROVIDER understands the system of care for its consumers that may include court oversight. PROVIDER is responsible for knowing which of its consumers are subjects of Wisconsin Statutes Chapter 51 Commitments or Settlement Agreements, Chapter 54 Guardianship, Chapter 55 Protective Placement and/or Protective Services and any Probation and Parole orders/rules.
- a. If PROVIDER is a residential provider or case manager, PROVIDER has the following responsibilities:
    - i. PROVIDER shall maintain the following information in the individual's file or chart as is applicable:
      1. The guardian's name, current address, phone number, and e-mail address.
      2. A copy of the current Determination and Order for Protective Services/Protective Placement, or other specific court order/rules. PROVIDER shall confidentially maintain these documents.
      3. A copy of the Letters of Guardianship specifying the consumer's rights retained and the extent of the guardian's responsibility.
    - ii. Nonemergency transfer of protective placement. If PROVIDER initiates a transfer/change of residential placement of a person under a protective placement order, it shall provide notice of transfer to the Probate Office, the guardian(s), the case manager/broker, COUNTY's Adult Protective Services Unit, and the consumer with 10 days prior written notice. PROVIDER must obtain written consent of the guardian prior to transfer. PROVIDER must have a safe discharge plan.
    - iii. Emergency transfer of protective placement. If PROVIDER initiates an emergency residential transfer of a person under a protective placement order, it shall no later than 48-hours after the transfer provider notice of transfer to the Probate Office, the guardian(s), COUNTY's Adult Protective Services Unit and the consumer. PROVIDER must have a safe discharge plan.

- iv. Discharge or transfer of consumer not under protective placement. When a consumer who is not under a protective placement order is discharged or transferred to another service or residence, PROVIDER shall give at least 24-hours prior written notice to the guardian, the case manager/broker, unless an emergency event prevents this, in which case PROVIDER shall provide such notice within 48-hours of the transfer.
  - v. The PROVIDER, when requested, shall submit on a timely basis a complete, clear, and signed Watts Annual Review Form.
  - vi. The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.
  - vii. Unless instructed otherwise, the PROVIDER shall transport and accompany its consumers to all Court Hearings or otherwise assure the consumer's presence at them.
  - viii. When requested, PROVIDER shall provide testimony in court hearings.
  - ix. To facilitate the acquisition of medical reports required for Court Hearings, the PROVIDER, when requested shall schedule an appointment with the appropriate physician or psychologist and shall take the consumer to the appointment or otherwise assure the consumer's presence at the appointment.
- b. The COUNTY'S Adult Protective Services Unit will, at the PROVIDER'S request, assist the PROVIDER in identifying individuals under Chapters 51, 54, and 55.
  - c. PROVIDER is responsible for meeting any Adult at Risk or Elder Adult at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. In addition upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adult at Risk or Elder Adult at Risk referrals received by the COUNTY regarding any consumer the PROVIDER serves in consultation with the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.

10/6/14  
CLB

## SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following report for **Case Management** is provided below:

NOTE: There are two corrections to Schedule C, page 1:

1. Client Registration/Client Services Reports should be changed to:

REPORT	WHERE SUBMITTED	DUE DATE
Dane County Human Services Monthly Client Service Report (610 Form)	Submitted electronically to: smith.rob@countyofdane.com	10th of Each Month

2. Quarterly Client Services Reports should be changed to:

REPORT	WHERE SUBMITTED	DUE DATE
Quarterly Client-Centered Case Management Report	Submitted electronically to: aaa@countyofdane.com	10 April, 10 July, and 10 October 2015; and 10 January 2016

In addition, the following report is added:

REPORT	WHERE SUBMITTED	DUE DATE
State Health Insurance Program (SHIP) Participant Data	Area Agency on Aging 2865 N Sherman Ave Madison, WI 53704	20 <sup>th</sup> of Each Month

## Program Summary Form

Created: 10/20/2014	Contract #: 82916	Provider: City of Fitchburg
Revised:	Division: Adult Community Services	Funding Period: January 1, 2015 through December 31, 2015

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a. 4385	4385	ACCCLFSC	CMMAAA	MA Case Management	604	4	0	25.20	207	\$ 5,204	\$ -	\$ 5,204	600/610
b.											\$ -		
c.										\$ -	\$ -	\$ -	
d.										\$ -	\$ -	\$ -	
e.										\$ -	\$ -	\$ -	
f.										\$ -	\$ -	\$ -	
g.										\$ -	\$ -	\$ -	
h.										\$ -	\$ -	\$ -	
i.										\$ -	\$ -	\$ -	
j.										\$ -	\$ -	\$ -	
<b>Total</b>										\$ 5,204	\$ -	\$ 5,204	

47

\*Other Revenue-include here the source and related amount for each program:

The section below is to be used to further define the information above.

a. Staff hours defined as unit of service. Restricted revenue: \$5204 Medical Assistance.	
b.	
c.	
d.	
e.	
f.	
g.	
h.	
i.	
j.	

Standard Program Category (SPC) Code Description:

a. 604 Case Management

b.

Contract Manager(s)/Programs: Sandei Sanders

Accountant(s)/Programs: srp

**2015 SCHEDULE A**  
**City of Fitchburg**  
**Program Number: 4385**

**SPC 604 Case Management**

The provision of services by providers whose responsibility is to enable clients and when appropriate clients' families to gain access to and receive a full range of appropriate services in a planned, coordinated, efficient, and effective manner. Case managers are responsible for locating, managing, coordinating, and monitoring all services and informal community supports needed by clients and their families. Services may include, but are not limited to: assessment/diagnosis; case planning, monitoring and review; advocacy; and referral.

- A. Description of Services to be Purchased:** To provide older adults the support they need to remain safe in their own homes and community by identifying resources, coordinating supportive services, and assisting the older adult in developing a safety plan.
1. **Service Location:** The service is provided in the home of the older person, or at the PROVIDER'S OFFICE.
- B. Performance Indicators:**  
PROVIDER shall cooperate with COUNTY in 2015 to develop a program logic model, outcomes, and indicators to evaluate the case management program. A base survey of Aging Focal Points case management providers' for older adults was conducted in 2014 using the Administration for Community Living Performance Outcome Measurement Project (POMP) case management survey instrument.
- C. Persons to be Served:**
- a. **Target Population/Eligibility Guidelines:** To be eligible for this service an individual must be age 60 and over, eligible for Medical Assistance, and reside in the City of Fitchburg.
- b. **Funding Source:** Federal and State Medical Assistance funds.
- c. **Units of Services:** Annual units billed to the Medical Assistance program.
- D. Program Specifications:**
1. **Referral Process:** Referrals to the program come from individual older adults and their families, neighbors and friends, social service agencies, medical clinics, clergy, hospitals and other helping professions. Referrals are received by contacting the PROVIDER'S OFFICE during normal business hours.
2. **Capacity/Waiting List:** When staff capacity has reached its maximum limit, the PROVIDER agrees to give priority to older adults at risk. The PROVIDER should keep a waiting list, including a description of the current situation.
3. **Service Hours/Days:** Service is offered primarily Monday through Friday during the normal business hours.
4. **Length of Service:** There is no limit to the length of time a person may receive the service.
5. **Service Termination:** The service will terminate when an individual terminates the service or when the individual dies or placed in a nursing home or CBRF, or when the PROVIDER determines the program no longer is able to respond to individual needs.
- E. Other Features and Reporting Requirements**
1. To bill Medical Assistance for the provision of case management services.
2. To submit billing claims to the COUNTY'S contacting agency no later than 25<sup>th</sup> day of each month.

3. To attend case management and billing trainings offered by the COUNTY.
4. To meet the Medical Assistance and State requirements for providing Case Management services.
5. At a minimum contact each MA client once per month and develop an assessment and case plan once per year.
6. Case Management services is reported on the COUNTY's Monthly Client Services Report (600/610), and submitted to the COUNTY no later than the tenth (10<sup>th</sup>) working day of each month.
7. PROVIDER is responsible for meeting any Adults at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. Upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adults at Risk referrals received by the COUNTY regarding the consumers, age 18 – 59, whom the PROVIDER serves. In some situations, the COUNTY will assign a lead investigator and request that the PROVIDER assist in the investigation. In other situations, the COUNTY will assign the PROVIDER as the lead investigator, with consultation available from the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.
8. Aging and Disability Resource Center  
The mission of the Aging and Disability Resource Center of Dane County (ADRC) is to support seniors, adults with disabilities, their families and caregivers by providing useful information, assistance and education on community services and long term care options. PROVIDER is invited to refer individuals seeking information on adult services and long term care options to the ADRC; When asked by the ADRC, PROVIDER shall cooperate with ADRC staff in developing referral protocols, memorandums of understanding and other areas related to the ADRC's mission; and If PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, PROVIDER shall assure that the data is accurate and shall update the data whenever necessary.

Fitchmacm:ts:10/2014

## SCHEDULE B - FISCAL

### CITY OF FITCHBURG

#### NUTRITION PROGRAM #1225

As required by the Older Americans Act and the Wisconsin Bureau on Aging, the PROVIDER shall collect nutrition donations from persons who participate in the nutrition program. Persons age 60 and over are not obligated to make a contribution and shall not be required to do so. However, persons age 60 and over should be encouraged to contribute what they can reasonably afford to help defray the cost of the meal. Efforts may be made to increase the average donations, but such efforts should be positive in nature and should not discourage the participation of individuals who are unable to increase the amount of their donation.

All donations collected are the property of the COUNTY and shall be submitted monthly to the COUNTY. Per Wisconsin Bureau on Aging and Disability Resources requirements, collected donations shall be counted daily by two persons, both of whom should sign daily a register verifying the amount collected. The full amount of the collected donations shall be deposited in a bank or savings institution daily in an account designated for nutrition donations only. The deposited donations should be forwarded to the COUNTY monthly.

#### MA CASE MANAGEMENT PROGRAM #4385

##### METHOD OF PAYMENT 4 – OTHER:

1. Funding for this program will be paid to PROVIDER, up to the contract amount, only if PROVIDER earns the funding through billing the Wisconsin Medical Assistance Program.
2. PROVIDER shall submit monthly vouchers to COUNTY for the amount of MA Case Management services paid by the State to the COUNTY based on Remittance and Status Advice reports received by PROVIDER that indicate the amount paid (which may or may not equal the amount billed).
3. COUNTY will pay PROVIDER, on a cash basis; meaning PROVIDER payments will be based on the dates COUNTY receives payment from the State rather than the dates of billed services. In the event PROVIDER no longer delivers MA Case Management services due to the conclusion of the contractual relationship, PROVIDER shall continue to be paid, under this agreement and only up to the contracted amount for the program, for up to three months for MA Case Management revenue earned by PROVIDER and paid to COUNTY.
4. PROVIDER shall be exempt from the requirements in Section C, XXVIII – Financial Provisions, Item G – Budgets and Personnel Schedules
5. PROVIDER shall be exempt from the requirements in Section C, XXVIII – Financial Provisions, Item M – Expense Reports.

WISCONSIN MEDICAID COST REPORTING (WIMCR)  
ADDENDUM

This Addendum sets forth a new reporting requirement for all programs where PROVIDER provides one or more of the following Medicaid services:

- A. Case Management (CM)
- B. Community Support Program (CSP)
- C. Crisis Intervention – Hourly (CI)
- D. Outpatient Mental Health and Substance Abuse in the Home or Community (OPMHSA)
- E. Personal Care (PC)

PROVIDER agrees to submit monthly, in the format requested by COUNTY, direct employee names, job titles, credentials, costs and hours. This report is due by the 10<sup>th</sup> of each month following the month of service.

October 2014

## SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports have specific due dates as provided below:

REPORT	WHERE SUBMITTED	DUE DATE
Affirmative Action Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	January 15, 2015 (15 days after Agreement effective date.)
Civil Rights Compliance Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	On or before the effective date of the Agreement.
NLRB or WERC complaints or findings that PROVIDER has violated labor standards.	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	Within 10 days of complaint or findings.
Certificate of Insurance listing Dane County as additional insured.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704	At the time the Agreement is signed.
Living Wage Survey	Dane County Department of Human Services Program Analyst 1202 Northport Dr. Madison, WI 53704	June 15, 2015
Certification of Compliance with Dane County's Living Wage Ordinance.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704	March 24, 2015
Program Budget and Supporting Personnel Schedule (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	February 25, 2015 (56 days after Agreement effective date.) Final Revisions due January 25, 2016
Quarterly Expense Reports (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	April 25, July 25, and October 25, 2015; and January 25, 2016
Annual Audit (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	June 30, 2016, or 180 days after the end of PROVIDER's fiscal year.
Notice of Financial Instability	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	Upon triggering event occurring that requires notice.
Client Registration/Client Services Reports.	Client Registration is faxed to 242-6288. Client Services Reports are submitted electronically to your assigned keyer.	February 10, March 10, April 10, May 10, June 10, July 10, August 10, September 10, October 10, November 10, December 10, 2015 and January 5, 2016
Quarterly Client Services Reports	County Designee	May 1, 2015, August 1, 2015, November 1, 2015 and final quarter due April 1, 2016
Certification of Compliance with Dane County's Equal Benefits Requirement	Dane County Department of Human Services Ground Floor 1202 Northport Dr. Madison, WI 53704	December 31, 2015

## HIPAA BUSINESS ASSOCIATE ADDENDUM

This Addendum amends and is hereby incorporated into the existing Purchase of Service Agreement No. **82916** ("Agreement"), entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and **City of Fitchburg** (hereinafter "PROVIDER").

COUNTY and PROVIDER mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"), and HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Security and Privacy Rules"), as amended, dealing with the security, confidentiality, integrity and availability of Protected Health Information as well as breach notification requirements. If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

This Addendum is specific to those services and programs included in the Agreement in which PROVIDER may create, access, receive, maintain or transmit Protected Health Information on behalf of COUNTY and where it has been concluded that PROVIDER is performing specific functions on behalf of COUNTY that have been determined to be covered under the HIPAA Security and Privacy Rules. PROVIDER's activities within the Agreement may include, but are not limited to the following: (i) claims processing or administration, (ii) data analysis, processing or administration, (iii) utilization review, (iv) quality assurance, (v), billing, (vi) benefit management, (vii) practice management, (viii) other management or administrative functions, including legal, actuarial, accounting, consulting, or data management functions, or (ix) where PROVIDER is a health provider not otherwise subject to the Security and Privacy Rules, including other health service functions. PROVIDER is responsible for securely maintaining Protected Health Information on behalf of COUNTY, and for complying with the HIPAA Security and Privacy Rules, including, but not limited to breach notification rules, to the same extent as COUNTY.

### 1. Definitions:

- a. Protected Health Information (PHI) means any information, unless excluded from protection under the Security and Privacy Rules, whether oral or recorded in any form or medium, including Electronic Health Records, that: (i) relates to the past, present or future physical or mental condition of any Individual; the provision of health care to an Individual; or the past, present or future payment of the provision of health care to an Individual; and (ii) identifies the Individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI includes demographic information.
- b. Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Security and Privacy Rules as a personal representative of the Individual.
- c. Breach means the unauthorized acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under the Privacy Rule that creates a significant risk of financial, reputational or other harm to the Individual.

- d. Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable or indecipherable through the use of technology or methodology specified by the U.S. Secretary of Health and Human Services (“Secretary”) that compromises the security or privacy of the PHI. Unsecured PHI is presumed to be compromised unless following a risk assessment that fairly considers the nature and extent of the breach and potential injury to affected Individuals, it is determined that the PHI has not been compromised.
  - e. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
  - f. Capitalized terms used in this Addendum, but not otherwise defined, shall have the same meaning as those terms in the Security and Privacy Rules, as amended.
2. Prohibition on Unauthorized Use or Disclosure of PHI: PROVIDER shall not access, transmit, maintain, retain, modify, record, store, destroy, hold, use or disclose any PHI received from or on behalf of COUNTY except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by COUNTY.
3. Use and Disclosure of Protected Health Information: PROVIDER may create, use or disclose PHI only for the following purposes:
- a. For the proper management and administration of the functions and activities related to the provision of healthcare services specified within the Purchase of Services Agreement.
  - b. For meeting its obligations as set forth in any agreements between the parties evidencing their business relationship.
  - c. As would be permitted by the Security and Privacy Rules if such use or disclosure were made by COUNTY or as required by applicable law, rule or regulation.
  - d. For Data Aggregation purposes for the Health Care Operations of COUNTY.
  - e. For use in PROVIDER's operations as outlined in paragraph 4. below.
- Disclosures of PHI shall, to the extent practicable, be limited to the applicable limited data set and to the minimum necessary information to accomplish the intended purpose of the use, disclosure or request.
4. Use of PHI for PROVIDER's Operations: PROVIDER may use and/or disclose PHI it creates for, or receives from, COUNTY to the extent necessary for PROVIDER's proper management and administration, or to carry out PROVIDER's legal responsibilities, only if:
- a. The disclosure is required by law, and only to the extent required by law.
  - b. PROVIDER obtains reasonable assurances, evidenced by written contract, from any person or organization to which PROVIDER shall disclose such PHI that such person or organization shall:
    - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which PROVIDER disclosed it to the person or organization, or as required by law; and
    - (ii) Agree to the same restrictions and conditions as imposed on PROVIDER by this Addendum.

- (iii) Notify PROVIDER, who shall in turn promptly notify COUNTY, of any Security Incident or Breach of PHI.
  - c. PROVIDER keeps COUNTY informed of the identities of all such persons or organizations having access to PHI created, received, maintained or transmitted on behalf of COUNTY.
- 5. Notice of Privacy Practices: For the purpose of PHI created or maintained for COUNTY covered by this Agreement, PROVIDER will not maintain Notice of Privacy Practices providing less protection than stated in COUNTY's Notice of Privacy Practices.
- 6. Safeguarding of PHI: PROVIDER shall develop, implement, maintain, use and regularly review appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, including electronic storage and transmission, received from, created, received, maintained or transmitted by PROVIDER on behalf of COUNTY. PROVIDER will maintain policies and procedures to protect against the identity theft of client/consumer information. PROVIDER shall document, periodically review and keep these security measures current, consistent with the Security and Privacy Rules. PROVIDER shall cooperate and respond in good faith to any reasonable request from COUNTY to discuss and review PROVIDER's safeguards.
- 7. Subcontractors and Agents. If PROVIDER provides any PHI received from, created or maintained on behalf of COUNTY to a subcontractor or agent, PROVIDER shall require in writing the same safeguards and restrictions no less stringent than required by this Addendum. PROVIDER will also inform such subcontractors and agents that they are subject to the Security and Privacy Rules by virtue of this Addendum.
- 6. Compliance with Electronic Transactions and Code Set Standards: If PROVIDER conducts any Standard Transaction for, or on behalf, of COUNTY, PROVIDER shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. PROVIDER shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of COUNTY that:
  - a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard.
  - b. Adds any Health Information elements or segments to the maximum defined Health Information Set.
  - c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s).
  - d. Changes the meaning or intent of the Standard's Implementations Specification(s).
- 7. Access to PHI: At the direction of COUNTY, PROVIDER agrees to provide access to PHI held by PROVIDER which COUNTY has determined to be part of COUNTY's Designated Record Set, in the time and manner designated by COUNTY. This access will be provided to COUNTY or, upon advance notice to COUNTY, to an Individual, in order to meet the requirements under the Security and Privacy Rules.

8. Amendment or Correction to PHI: At the direction of COUNTY, PROVIDER agrees to amend or correct PHI held by PROVIDER and which COUNTY has determined to be part of COUNTY's Designated Record Set, in the time and manner designated by COUNTY.
9. Reporting of Security Incidents Involving PHI: PROVIDER shall report to COUNTY the discovery of any Breach of or Security Incident involving PHI. PROVIDER shall make the report to COUNTY's Privacy Official not less than one (1) business day after PROVIDER learns of such Breach or Security Incident. PROVIDER's report of a Breach shall identify as applicable: (i) each individual protected by the Agreement whose PHI has been, or is reasonably believed by PROVIDER to have been breached, accessed, acquired or disclosed, (ii) the nature of the unauthorized use or disclosure, (iii) the PHI used or disclosed, (iv) who made the unauthorized use or received the unauthorized disclosure, (v) PROVIDER's risk analysis of financial, reputational or other harm that may result, (vi) what PROVIDER has done or shall do to mitigate any deleterious effect of unauthorized use or disclosure, (vii) what notifications PROVIDER has or shall make resulting from a Breach of Unsecured PHI, and (viii) what corrective action PROVIDER has taken or shall take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by COUNTY's Privacy Official.
10. Mitigating Effect of Unauthorized Disclosure or Misuse of PHI: PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER of a Breach, including, if necessary, payment of the cost of credit monitoring. PROVIDER will cooperate with COUNTY's efforts to seek corrective and mitigation actions.
11. Notification Requirements In Event of Unauthorized Disclosure or Misuse of PHI received, maintained or transmitted on behalf of COUNTY: PROVIDER agrees, at its own cost and after obtaining consultation and agreement from COUNTY, to no later than 60 days following a Breach to:
  - a. Provide written notice to the Individual or next of kin if the Individual is deceased, as required by law.
  - b. If contact information is insufficient to provide notice to an individual, provide a substitute form of notice; and, where there are 10 or more Individuals with insufficient contact information, make a conspicuous posting as required by the Secretary as provided on the Secretary's official web site.
  - c. If breach involves the PHI of more than 500 Individual residents of the state, notify prominent media outlets.
  - d. Include in notice to Individuals: (i) a brief description of what happened; (ii) a description of the type of information involved; (iii) steps Individuals should take to protect themselves from potential harm resulting from the Breach; a description of what is being done to investigate the Breach, mitigate losses and protect against further breaches; and (iv) contact procedures for Individuals to obtain further information.
  - e. Comply with any other notice requirements of the Security and Privacy Rules, or guidance statements of the Secretary, as from time to time amended.
  - f. Reporting all actions taken to COUNTY.

12. Log of Unauthorized Disclosure or Misuse of PHI: PROVIDER shall maintain a log of any Breach of PHI covered by this Addendum and shall annually submit such log to the Secretary and to COUNTY. PROVIDER shall provide immediate notice to the Secretary and COUNTY of any breach of the PHI of 500 or more Individuals.
13. Tracking and Accounting of Disclosures: So that COUNTY may meet its accounting obligations under the Security and Privacy Rules,
  - a. Disclosure Tracking. Unless excepted under subsection (b) below, PROVIDER will record for each disclosure of PHI it makes that PROVIDER creates or receives for or from COUNTY (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom PROVIDER made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure. For repetitive disclosures which PROVIDER makes to the same person or entity, including the COUNTY, for a single purpose, PROVIDER may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. PROVIDER will make this log of disclosure information available to the COUNTY within five (5) business days of the COUNTY's request.
  - b. Disclosure Tracking Time Periods. PROVIDER must have available for the Individual and COUNTY the disclosure information required by this section for the six-year period preceding the request for the three-year period preceding a request for the disclosures of Electronic Health Records made for purpose of Treatment, Payment and Health Care Operations.
14. Accounting to COUNTY and to Government Agencies: PROVIDER shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of or created for COUNTY available to COUNTY, or at the request of COUNTY, to the Secretary or his/her designee, in a time and manner designated by COUNTY or the Secretary or his/her designee, for the purpose of determining COUNTY's compliance with the Security and Privacy Rules. PROVIDER shall promptly notify COUNTY of communications with the Secretary regarding PHI provided by or created by COUNTY and shall provide COUNTY with copies of any information PROVIDER has made available to the Secretary under this provision.
15. Prohibition on Sale of Protected Health Information: PROVIDER shall not receive remuneration in exchange for any PHI of an Individual received from or on behalf of COUNTY.
16. Response to Subpoena: In the event that PROVIDER receives a subpoena or similar requirement for the production of PHI received from, or created on behalf of COUNTY, PROVIDER shall promptly forward a copy of such subpoena to the Director of the Dane County Department of Human Services to afford COUNTY the opportunity to timely respond to the demand for its PHI as COUNTY determines appropriate.
17. Termination:

In addition to the rights of the parties established by the underlying Agreement, if COUNTY reasonably determines in good faith that PROVIDER has materially

breached any of its obligations under this Addendum, COUNTY, in its sole discretion, shall have the right to:

- a. Exercise any of its rights to reports, access and inspection under this Addendum; and/or
- b. Require PROVIDER to submit to a plan of monitoring and reporting, as COUNTY may determine necessary to maintain compliance with this Addendum, and/or
- c. Provide PROVIDER with a reasonable period to cure the breach; or
- d. Terminate the Agreement immediately.

17. Return or Destruction of PHI: Upon termination, cancellation, expiration or other conclusion of PROVIDER's contractual relationship with COUNTY, PROVIDER shall:

- a. Return to COUNTY or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that PROVIDER received from or created on behalf of COUNTY. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of PROVIDER. In such case, PROVIDER shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. PROVIDER shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of PROVIDER's contractual relationship with COUNTY. Within such thirty- (30) day period, PROVIDER shall certify on oath in writing to COUNTY that such return or destruction has been completed.
- b. If PROVIDER destroys PHI, it shall render the PHI completely unusable, unreadable, and undecipherable to unauthorized persons using approved methods. Electronic redaction is an insufficient method of destruction.
- c. If PROVIDER believes that the return or destruction of PHI is not feasible, upon mutual agreement of the Parties, PROVIDER shall extend the protections of this Addendum to PHI received from or created on behalf of COUNTY, and limit further uses and disclosures of such PHI, for so long as PROVIDER maintains the PHI.

18. Miscellaneous:

- a. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by the Secretary with regard to PHI, this Addendum shall automatically amend so that the obligations imposed on PROVIDER remain in compliance with such regulations.
- b. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits COUNTY to comply with the Security and Privacy Rules.
- c. Indemnification. PROVIDER shall defend and hold COUNTY harmless from all costs, including attorney fees, resulting from PROVIDER's failure to meet any of its obligations under this Addendum.
- d. Independent Contractor Status. Nothing in this Agreement shall be interpreted to alter PROVIDER's independent contractor status with COUNTY.

IN WITNESS WHEREOF, the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

For PROVIDER:

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

\_\_\_\_\_  
(Print or type name)

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

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

Mayor Shawn Pfaff  
Introduced By

Jill McHone  
Drafted by

Commission on Aging, Finance and Public Safety  
and Human Services  
Referred to

December 1, 2014  
Date

**RESOLUTION R-113-14**

**APPROVAL OF 2015 CONTRACT WITH DANE COUNTY HUMAN SERVICES**

**WHEREAS**, the County of Dane wishes to purchase services specifically described in the Purchase of Services Agreement; and

**WHEREAS**, the Fitchburg Senior Center is able and willing to provide such services;

**NOW THEREFORE, BE IT RESOLVED** by the Fitchburg City Council that such an agreement be entered into for the year 2015

Adopted this 13th day of January, 2015.

\_\_\_\_\_  
Patti Anderson, City Clerk

\_\_\_\_\_  
Shawn Pfaff, Mayor

Approved: \_\_\_\_\_

ADDENDUM

THIS ADDENDUM is made and entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and City of Fitchburg (hereinafter "PROVIDER") as of the date representatives of both parties have affixed their respective signatures.

WHEREAS the COUNTY and PROVIDER have previously entered into a Purchase of Service Agreement No. 82916 (hereinafter the "Master Agreement"), pursuant to which PROVIDER has agreed to provide the COUNTY certain services more fully described in the Master Agreement; and

WHEREAS COUNTY and PROVIDER now wish to amend said Master Agreement,

NOW, THEREFORE, in consideration of the above premise and the mutual covenants of the parties the receipt and sufficiency of which is hereby acknowledged by each party for itself, the COUNTY and PROVIDER do agree that the Master Agreement shall continue in full force and effect unchanged in any matter by this addendum, except as specifically set forth herein. This addendum consists of two (2) pages.

**This Addendum is for language change only.**

<u>Current Cost for 2015</u>	<u>Addendum Amount</u>	<u>Revised Maximum Cost for 2015</u>
\$46,347	\$0	\$46,347

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this addendum and its attachments, if any, to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title of Signer

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title of Signer

FOR COUNTY:

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

\_\_\_\_\_  
JOE PARISI, County Executive  
(when applicable)

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

\_\_\_\_\_  
LYNN GREEN, Director,  
Department of Human Services  
(when applicable)

WISCONSIN MEDICAID COST REPORTING (WIMCR)  
ADDENDUM

This Addendum sets forth a new reporting requirement for all programs where PROVIDER provides one or more of the following Medicaid services:

- A. Case Management (CM)
- B. Community Support Program (CSP)
- C. Crisis Intervention – Hourly (CI)
- D. Outpatient Mental Health and Substance Abuse in the Home or Community (OPMHSA)
- E. Personal Care (PC)

PROVIDER agrees to submit monthly, in the format requested by COUNTY, direct employee names, job titles, credentials, costs and hours. **This report is due by the 30<sup>th</sup> of each month following the month of service.**

October 2014

**Revised December 2014**

**CHAPTER 47  
ANIMAL CONTROL**

- 47.01 Title.
- 47.02 Purpose.
- 47.03 Authority.
- 47.04 Administration.
- 47.05 Application.
- 47.06 Definitions.  
[47.07 - 47.10 reserved.]
- 47.11 Rabies Vaccinations Required.
- 47.12 Reporting Required.
- 47.13 Compliance With Quarantine Order.
- 47.14 Removal From Isolation.
- 47.15 Evidence of Immunization.
- 47.16 Dog License Required.
- 47.17 Owners or Custodians Control Animals.
- 47.18 Dangerous Animals Regulated.
- 47.19 Keeping of Barking Dogs Prohibited.
- 47.20 Statutory Offenses Adopted.  
[47.21 reserved.]
- 47.22 Annual Dog License Tax.  
[47.23 - 47.30 reserved.]
- 47.31 County Pound.
- 47.32 Delivery.
- 47.33 Notification.
- 47.34 Records.
- 47.35 Impoundment Fee.  
[47.36 - 47.40 reserved.]
- 47.41 Sale of Skunks Prohibited.
- 47.42 Feeding of Deer Prohibited.
- 47.43 Reporting of Deer or Elk Death.
- 47.44 Abatement Orders.  
[47.45 - 47.50 reserved.]
- 47.51 Penalties.
- 47.52 Each Day a Separate Offense.  
[47.53 - 47.99 reserved.]

**47.01 TITLE.** This chapter may be referred to as the animal control ordinance.

**47.02 PURPOSE.** This ordinance is created for the purpose of:

- (1) establishing and enforcing an effective rabies control program within Dane County;
- (2) designating a dog impoundment facility and establishing fees for impoundment of stray dogs;
- (3) regulating the possession and sale of wild and domestic skunks within the County of Dane; and
- (4) creating an effective and efficient manner of enforcing laws relating to control of animals.

[History: (4) cr., Sub. 1 to OA 13, 1983-84, adopted 11/03/83; (4) am., Sub. 1 to OA 38, 2002-03, pub. 6/20/03.]

**47.03 AUTHORITY.** This ordinance is enacted under the authority of sections 29.427(2)(c), 29.427(3)(e), 59.54(6), 59.54(20) and 95.21(9) and chapters 173 and 174, Wisconsin Statutes. [History: am., OA 11, 1997-98, pub. 09/19/97; am., Sub. 1 to OA 38, 2002-03, pub. 06/20/03.]

**47.04 ADMINISTRATION. (1)** This chapter is to be administered by the Department of Public Health for Madison and Dane County.

**(2)** The corporation counsel's office shall prosecute all violations of this ordinance and shall advise the agencies entrusted with administration of this ordinance on matters of law relating to this ordinance.

**(3)** The Dane County Executive is hereby authorized to appoint persons working under the supervision of the Department of Public Health for Madison and Dane County as humane officers, subject to county board confirmation.

[History: (1) am., OA 11, 1997-98, pub. 09/19/97; (1) and (3) am., Sub. 1 to OA 32, 2006-07, pub. 04/19/07.]

**47.05 APPLICATION.** No provision of this ordinance shall apply to any village or town in Dane County which has both a municipal court and a more restrictive provision in an animal control ordinance.

**47.06 DEFINITIONS.** As used in this chapter, the following words have the meanings indicated:

**(1) Humane officer** means any person working under the supervision of the Department of Public Health for Madison and Dane County designated by the county executive as a humane officer under the authority of sec. 173.03(1), Stats.

**(2) Officer** means any duly sworn law enforcement employee of the Dane County Sheriff Department as well as any humane officer.

**(3) Pound** means the shelter facilities designated by the County of Dane as its impoundment area for stray animals.

[History: (1) am., Sub. 1 to OA 38, 2002-03, pub. 06/20/03; (1) and (3) am. and (4) rep., Sub. 1 to OA 32, 2006-07, pub. 04/19/07.]

[History: 47.07 cr., Sub. 1 to OA 13, 1983-84, adopted 11/03/83; am., OA 11, 1997-98, pub. 09/19/97; 47.07 rep., Sub. 1 to OA 32, 2006-07, pub. 04/19/07.]

[47.07 - 47.10 reserved.]

**47.11 RABIES VACCINATIONS REQUIRED.**

**(1)** The owner of a dog shall have the dog

vaccinated against rabies by a veterinarian at the times required by sec. 95.21(2)(a), Wis. Stats., and acts amendatory thereto.

(2) The owner of a dog shall attach the rabies vaccination tag, required by sec. 95.21(2)(e), Wis. Stats., to the dog in the manner and at the times required by sec. 95.21(2)(f), Wis. Stats.

**47.12 REPORTING REQUIRED.** (1) The owner of any animal which is suspected of having bitten a person, of being infected with rabies or of having had contact with a rabid animal, or any other person having such information shall report that fact as soon as possible to an officer.

(2) The owner of a dog that is used by a law enforcement agency is exempt from the reporting requirement of sub. (1) if a person is bitten while the dog is performing proper law enforcement functions. This exemption is valid as long as the dog's rabies vaccinations are current.

[History: (2) cr., OA 39, 2003-04, pub. 06/29/04.]

**47.13 COMPLIANCE WITH QUARANTINE ORDER.** (1) The owner of any dog or cat which is suspected of biting a person, of being infected with rabies or of having been in contact with a rabid animal, shall obey the lawful orders of any officer quarantining the dog or cat pursuant to the authority of sections 95.21(4) and (5), Wis. Stats.

(2) The owner of a dog that is used by a law enforcement agency is exempt from the quarantine requirement of sub. (1) if a person is bitten while the dog is performing proper law enforcement functions. This exemption is valid as long as the dog's rabies vaccinations are current.

[History: (2) cr., OA 39, 2003-04, pub. 06/29/04.]

**47.14 REMOVAL FROM ISOLATION.** No person shall remove any quarantined animal from isolation without the express written consent of a humane officer.

**47.15 EVIDENCE OF IMMUNIZATION.** No dog license shall be issued to any person owning a dog except upon presentation of evidence that the dog has been currently immunized against rabies.

**47.16 DOG LICENSE REQUIRED.** (1) Every owner of a dog over the age of five (5) months shall obtain a dog license for the dog as required by state statute.

(2) The owner of a dog shall securely attach the tag, which is furnished at the time of issuance of the dog license, to a collar which in turn shall be kept on the dog at all times except when provided otherwise by state statute.

[History: cr., Sub. 1 to OA 13, 1983-84, adopted 11/03/83.]

**47.17 OWNERS OR CUSTODIANS TO CONTROL ANIMALS.**

(1) An owner or custodian of an animal shall not permit, whether negligently or otherwise, the animal to run at large. An animal is considered to be running at large if it is off the premises of the owner or custodian and not under the control of the owner or custodian.

(2) When an animal is off the property of its owner or custodian, the owner or custodian shall not permit, whether negligently or otherwise, the animal to attack, bite or otherwise injure:

(a) any other domestic animal;

(b) any person who is engaged in a lawful activity.

(3) An owner of a dog or cat shall not permit, whether negligently or otherwise, the dog or cat to be untagged. A dog is untagged if a valid license tag is not attached to a collar which is kept on the dog whenever the dog is outdoors. A cat is untagged if an identification tag listing the name, address and phone number of the owner is not attached to a collar which is kept on the cat whenever the cat is outdoors.

(4) Sub. (3) shall only apply to cats owned by an individual residing in an area zoned as a residential district under secs. 10.05 – 10.08 inclusive.

[History: cr., Sub. 1 to OA 13, 1983-84, adopted 11/03/83; (1) and (2) am. and (3) cr., Sub. 1 to OA 38, 2002-03, pub. 06/20/03; 47.17 am., OA 4, 2010-11, pub. 09/02/10.]

**47.18 DANGEROUS ANIMALS REGULATED.**

(1) *Purpose and intent.* It is hereby declared that regulation of dangerous animals is a matter of public interest pertaining to the health, safety and welfare of residents of Dane County. It is further declared that owning, keeping or harboring of dangerous animals is a public nuisance.

(2) *Authority.* This ordinance is enacted under the authority of section 59.03 of the Wisconsin Statutes.

(3) *Applicability.* This ordinance shall apply in the unincorporated areas of Dane County.

(4) *Definitions.* For purposes of this section, the following definitions shall apply:

(a) *Department* means Department of Public Health for Madison and Dane County.

**(b)** *Director* means the director of the department.

**(c)** *Impoundment* means the confinement of an animal in a department-approved, supervised facility such as a veterinarian's kennel, commercially operated kennel or the county pound designated under s. 47.31.

**(d)** *Owner* means the owner, custodian or person having charge, care or custody of an animal.

**(e)** *Permit* includes the otherwise unregulated right to keep an animal not covered by a requirement for a municipal license or permit.

**(5)** *Impoundment of biting or attacking animal.*

**(a)** The department or an officer shall have the power to summarily and immediately impound an animal whenever there are reasonable grounds pursuant to sub. (6) to believe that the animal is a dangerous animal. The animal may remain impounded during the entire determination process. If the animal is determined to be dangerous, it shall remain impounded until the owner has complied with all restrictions outlined by the department and found in sub. (7) or until such time as the department determines that the animal may be safely returned to the owner. Any law enforcement officer or humane officer may enter and inspect private property to enforce the provisions of this section. The owner of the animal shall be liable to the County for the costs and expenses of impounding and keeping said animal, unless the department fails to declare the animal dangerous or the department determination is ultimately overturned by administrative review or a reviewing court.

**(b)** In lieu of impoundment, if there was no tearing of flesh or multiple wounds by the animal and the animal is currently immunized against rabies, or if the animal species is at low risk for transmitting this or other diseases, the department may permit the animal to be confined at the owner's residence provided that the owner complies with conditions set forth by the department.

**(c)** The owner or custodian of an animal confined under sub. (b) above shall immediately notify the department if said animal is loose, unconfined, has attacked or bitten or injured another animal or has attacked, bitten or injured a human being, or has died. The animal shall not be sold or given away during the impoundment period.

**(6)** *Determination.* The department shall investigate situations in which there are reasonable grounds to believe an animal is

dangerous. Reasonable grounds to believe an animal is dangerous are that the animal:

**(a)** has attacked, bitten or injured another domesticated animal or human being engaged in a lawful activity;

**(b)** has without provocation and off the property of its owner, chased, confronted or approached a person in a menacing fashion such as would put an average person in fear of attack;

**(c)** has been trained for fighting or attack and is being handled, kept or maintained in a manner that poses a threat to public health and safety; or

**(d)** has acted in any manner that poses a threat to public health and safety.

**(7)** *Declaration of dangerous animal.* The department, after considering appropriate evidence, may declare any animal to be a dangerous animal. The department shall make a reasonable attempt to personally notify the owner of the pendency of the department's investigation and shall notify the owner in writing of its determination. Mailing a copy of the determination to the owner's last known address and posting in accordance with approved department policy shall satisfy this notice requirement.

**(8)** *Dangerous animal disposition.* **(a)** It shall be unlawful for any person to own, possess, harbor or keep any animal declared by the department to be dangerous, except as allowed in (b) below.

**(b)** Any animal declared by the department to be a dangerous animal shall be humanely destroyed, removed from the County or placed under restrictions as set forth in this sub. (9) and in department policies. The director shall issue an order authorizing the destruction, removal or restriction of the animal within two (2) days after the time for appeal as provided in sub. (11) has passed without notice of appeal being filed.

**(c)** Any animal declared by the department to be dangerous, if not already impounded by the department, shall be immediately surrendered to the department upon order of the director, and it is the duty of the department to take up and impound any such animal.

**(9)** *Dangerous animal restrictions.* Any owner of an animal that has been declared dangerous and placed under restrictions must comply with the restrictions set forth below as well as any additional restrictions imposed by the department. The owner must provide documentation to the department of compliance with these restrictions. Said documentation must

be provided within thirty (30) days of the animal being declared dangerous.

**(a)** The owner of the animal must provide written proof from a licensed veterinarian that the animal has been spayed or neutered.

**(b)** The owner must provide written proof from a licensed veterinarian that a microchip has been placed in the animal so that the animal can be easily identified. The microchip must contain the following information:

1. the name of the animal,
2. the name of the owner, and
3. the following language "Dangerous Animal, contact Madison - Dane County Animal Control at (608) 267-1989."

**(c)** The owner must provide written proof from a licensed veterinarian that the animal is current with rabies vaccinations.

**(d)** The animal must be in compliance with all license requirements.

**(e)** The owner must post signs no smaller than eight (8) inches by eleven (11) inches, made of metal or plastic, bearing the wording "Warning Dangerous Animal" or "Beware of Dog", in lettering no smaller than three (3) inches high. These signs shall be posted at each entrance to the building in which the dangerous animal is kept and at each entrance through a fence and at such location as to be viewable from the public right-of-way to ensure adequate warning and visibility to anyone approaching said building and fence.

**(f)** When outside but still on the property of the owner or caretaker, the dangerous animal must be supervised by a competent adult and physically restrained at all times to prevent the animal from leaving the property. If the department determines that the animal may be kept in a secure kennel or pen, hereinafter referred to as "structure", and not under the direct supervision of an adult, the department may require that the structure be constructed under some or all of the following guidelines:

1. the structure shall be constructed of strong metal fencing to prevent the animal from exiting on its own volition;
2. the structure shall be secure on all sides and have a secure top attached;
3. the structure shall have a secure bottom or floor attached to the sides of the structure or the sides of the structure shall be embedded in the ground no less than two (2) feet;
4. the structure shall be kept locked at all times with a key or combination lock;

5. the structure shall provide adequate light, ventilation and shelter from the environment for the animal;

6. the structure shall be maintained in a clean and sanitary condition; and

7. the structure must be in compliance with all other building and zoning ordinances.

**(g)** While off the owner's property, the dangerous animal shall be muzzled and leashed at all times. The muzzle must be made in a manner that will not cause injury to the animal but that will prevent it from biting any person or animal. The leash shall be attached to a secure collar that is of sufficient strength to restrain the animal. The leash shall be no longer than four (4) feet in length and must be secured by and under the direct control and supervision of a competent adult.

**(h)** The owner shall allow the department to take four (4) photographs depicting the animal and owner as outlined below:

1. one (1) photograph showing a close view of the animal's entire face, so that the animal is recognizable;
2. one (1) photograph showing the animal's entire left side of its body, including its legs and tail;
3. one (1) photograph showing the animal's entire right side of its body, including its legs and tail; and
4. one (1) photograph showing the owner, so that the owner is easily identifiable.

**(i)** Prior to a dangerous animal being sold or given away, the current owner must provide the name, address and telephone number of the proposed new owner to the department. Prior to taking physical custody of the dangerous animal, the new owner must comply with all requirements of this ordinance and any other restriction the department determines to be appropriate to ensure the public's safety.

**(j)** To ensure compliance with this ordinance, the owner or caretaker of a dangerous animal shall allow the department, on an annual basis and at any other reasonable time determined by the department, the opportunity to inspect the property where the dangerous animal is kept.

**(10) Subsequent determination and penalty.**

**(a)** The department may make a new determination if an owner fails to comply with the terms, conditions or restrictions imposed by sub. (8)(b).

**(b)** The failure of any person to comply with any term, condition or restriction imposed by the department is a violation of this ordinance.

**(11) Administrative review. (a)** The owner or any person aggrieved by a determination of the department declaring any animal to be a dangerous animal may appeal such determination to a subcommittee of the Board of Health for Madison and Dane County by filing a notice of appeal stating the grounds therefor with the director within seven (7) days of the date of mailing of the department's declaration under sub. (7) above. Board review pursuant to this procedure is required prior to seeking court review. Failure to so obtain board review shall be deemed a full and complete waiver of the right to any additional review of the determination.

**(b)** If an appeal is timely and properly filed, the board shall schedule a hearing on whether to affirm, conditionally affirm or reject the determination within thirty-two (32) days, but not sooner than five (5) days, and shall make reasonable efforts to notify the owner, bite or attack victims and their representatives, if any, witnesses and other interested parties of such hearing and the opportunity to present evidence and testimony to the board. The board shall, within a reasonable period of time after the hearing, issue its decision in writing and serve a copy of the same by first class mail upon the owner and all parties requesting the same.

**(12) Appeals to circuit court.** Any person aggrieved by a determination of a subcommittee of the Board of Health under sub. (11) may appeal such determination to the circuit court by writ of certiorari within ten (10) days of notification of the board's determination.

**(13) Prosecution.** An investigation or determination under this section shall not prohibit the county from prosecuting the same owner for other animal control violations relating to the same animal or another animal.

**(14) Violation.** The failure or neglect of any person to comply with any lawful order of the department issued pursuant to this section shall constitute a violation of this ordinance.

[History: cr., Sub. 1 to OA 13, 1983-84, adopted 11/03/83; rep. and recr., OA 40, 2008-09, pub. 05/11/09.]

#### **47.19 KEEPING OF BARKING DOGS PROHIBITED.**

**(1)** No person, firm or corporation owning, renting, leasing, operating, having charge of, or occupying any building or premises shall keep or allow to be kept any animal which shall disturb the peace and quiet of people living in the vicinity thereof.

**(2)** Sub. (1) does not apply to farm animals, as defined in sec. 951.01, Wisconsin Statutes, nor

does it apply to noises made by dogs that are kept on a farm operation for the purpose of protecting domestic animals so long as such dogs are not kept or allowed within 1,500 feet of a neighboring residence.

[History: cr., Sub. 1 to OA 13, 1983-84, adopted 11/03/83; (1) am., (2) and (3) rep., OA 4, 1991-92, pub. 05/29/91; (2) cr., OA 37, 2000-01, pub. 05/15/01; (1) and (2) am., Sub. 1 to OA 38, 2002-03, pub. 06/20/03.]

#### **47.20 STATUTORY OFFENSES ADOPTED.**

The provisions of chapter 951 of the Wisconsin Statutes that are adopted by sec. 32.03 and the definitions and constructions contained in secs. 32.02 and 32.04 are hereby also made a part of this chapter.

[History: cr., Sub. 1 to OA 38, 2002-03, pub. 06/20/03.]

[History: 47.21 rep., Sub. 1 to OA 32, 2006-07, pub. 04/19/07.]

[47.21 reserved.]

**47.22 ANNUAL DOG LICENSE TAX.** In addition to the statutory tax, there is hereby added an additional tax of \$6.00 for each dog license applied for.

[History: am., OA 13, 2005-06, pub. 11/11/05; am., OA 29, 2008-09, pub. 11/26/08, eff. 01/01/09.]

[47.23 - 47.30 reserved.]

**47.31 COUNTY POUND.** The County of Dane shall designate appropriate facilities as a pound for unwanted animals and stray animals.

[History: am., Sub. 1 to OA 32, 2006-07, pub. 04/19/07.]

**47.32 DELIVERY. (1)** Any person who captures an untagged dog or any dog running at large shall notify a humane officer or deliver the dog to the pound.

**(2)** Any person coming upon any stray or unwanted animal shall notify a humane officer or the pound or deliver the same to the pound.

**47.33 NOTIFICATION.** The pound shall take steps to determine and to notify the owner of an animal delivered to the pound, in the manner required by law.

**47.34 RECORDS. (1)** The pound shall keep such records of dogs as are required by law.

**(2)** With respect to other stray or unwanted animals, the pound shall maintain a record showing the date of delivery to the pound, any attempts to determine the ownership of the animal, the posting of notices, appraisals

requested and made, and compliance with the state statutes relating to stray animals.

**47.35 IMPOUNDMENT FEE.** (1) There is hereby established an impoundment fee of \$35.00 for each stray animal placed in the pound.

(2) The impoundment fee shall be in addition to the daily boarding fee of \$20.00 for the first day and a daily fee thereafter that reflects the actual expenses of the County, as set forth in the annual budget.

(3) The impoundment fee and daily boarding fee shall be paid by the owner of the animal except in cases where the owner is unknown.

(4) The owner of an animal which has been impounded under this ordinance and who has not paid either the impoundment or boarding fees may be proceeded against in the name of the county and in the manner provided for in a civil action, for the amount of the fees plus any direct collection costs incurred by the county.

[History: (3) am., Sub. 1 to OA 13, 1983-84, adopted 11/03/83; (1) and (2) am., Sub. 1 to OA 38, 2002-03, pub. 06/20/03; (2) and (3) am., Sub. 1 to OA 32, 2006-07, pub. 04/19/07.]

*[47.36 - 47.40 reserved.]*

**47.41 SALE OF SKUNKS PROHIBITED.** No person shall sell, offer for sale, give away, trade, possess or assist in selling, giving or trading any live skunk in Dane County.

**47.42 FEEDING OF DEER PROHIBITED.** (1) No person shall intentionally feed wild deer in Dane County.

(2) This section shall not apply to standing or stored crops not intentionally made available to wild deer. This section shall also not apply to captive deer located on deer farms.

[History: 47.42 cr., OA 3, 2002-03, pub. 05/24/02; eff. 05/25/02 and expires 09/01/02; 47.42 recr., OA 12, 2003-04, pub. 12/03/03, expires 09/01/05.]

**47.43 REPORTING OF DEER OR ELK DEATH.** The owner or lessee of land licensed as a game farm under section 29.867, Wis. Stats., or licensed as a deer farm under section 29.871, Wis. Stats., shall report to the Wisconsin Department of Agriculture, Trade and Consumer Protection all cases on the land so licensed of deer or elk deaths. Such reports shall be made to the Department of Agriculture, Trade and Consumer Protection within 24 hours of the time the owner or lessee first learns of the death of the deer or elk on the licensed land.

[History: 47.43 cr., OA 3, 2002-03, pub. 05/24/02; eff. 05/25/02 and expires 09/01/02.]

**47.44 ABATEMENT ORDERS.** (1) The Board of Health for Madison and Dane County is hereby designated and authorized, pursuant to sec. 173.03(2) of the Wisconsin Statutes, to affirm, modify, or withdraw abatement orders issued under sec. 173.11 of the Wisconsin Statutes by any humane officer or law enforcement officer.

(2) Any person named in an abatement order may appeal such order to the Board of Health for Madison and Dane County within 10 days of service of the order. The notice of appeal must state the grounds for the appeal with specificity. The Board shall schedule a hearing to be held within ten days of the receipt of the notice of appeal, unless the appellant agrees to a later date. The Board shall make reasonable efforts to notify the appellant, the officer issuing the abatement order, and any other interested party of the hearing and the opportunity to present evidence and testimony at the hearing. The hearing shall be informal in nature. Within ten days after the hearing, the Board shall determine whether to affirm, modify and affirm, or withdraw the abatement order and shall issue its decision in writing and serve it upon the appellant and other interested parties.

(3) Any person adversely affected by a decision under sub. (2) may seek judicial review by commencing an action in circuit court within 30 days after the date of the decision.

[History: cr., Sub. 1 to OA 38, 2002-03, pub. 06/20/03; (1) and (2) am., Sub. 1 to OA 8, 2008-09, pub. 08/18/08.]

*[47.45 - 47.50 reserved.]*

**47.51 PENALTIES.** (1) Any person who violates section 47.11(1) of this ordinance shall forfeit not less than \$50.00 nor more than \$100.00.

(2) Any person who shall violate section 47.11(2) of this ordinance shall forfeit not less than \$10.00 nor more than \$50.00.

(3) Any person who shall violate section 47.12 of this ordinance shall forfeit not less than \$20.00 nor more than \$200.00.

(4) Any person who shall violate section 47.13 of this ordinance shall forfeit not less than \$100.00 nor more than \$1,000.00.

(5) Any person who shall violate section 47.14 of this ordinance shall forfeit not less than \$100.00 nor more than \$1,000.00.

(6) Any person who shall violate section 47.41 of this ordinance shall forfeit not less than \$10.00 nor more than \$200.00.

(7) Any person who violates section 47.16(1) of this ordinance shall forfeit not less than \$15.00 nor more than \$50.00.

(8) Any person who violates section 47.17(1) of this ordinance shall forfeit not less than \$25.00 nor more than \$100.00 for the first offense and not less than \$50.00 nor more than \$200.00 for each subsequent offense.

(8m) Any person who violates section 47.17(2) of this ordinance shall forfeit not more than \$177.00 for the first offense and not less than \$429.00 for the second or subsequent offense.

(9) Any person who violates section 47.17(3) of this ordinance shall forfeit not less than \$25.00 nor more than \$100.00 for the first offense and not less than \$50.00 nor more than \$200.00 for each subsequent offense.

(10) Any person who violates sec. 47.18 shall be subject to a forfeiture of not less than fifty dollars (\$50) nor more than five hundred dollars (\$500).

(11) Any person who violates section 47.19(1) of this ordinance shall forfeit not less than \$5.00 nor more than \$20.00 for the first offense within any 90 day period, not less than \$10.00 nor more than \$30.00 for the second offense within the same 90 day period, not less than \$20.00 nor more than \$40.00 for the third offense within the same 90 day period, not less than \$50.00 nor more than \$150.00 for the fourth offense within

the same 90 day period and not less than \$75.00 nor more than \$200.00 for each subsequent offense within the same 90 day period.

(12) Any person who violates section 47.42(1) of this ordinance shall forfeit not less than \$100.00 nor more than \$300.00.

(13) Any person who violates sec. 47.20 shall be subject to a forfeiture of not more than the maximum forfeiture or fine provided by the adopted state law, and shall in addition be subject to a forfeiture for court costs and the costs of prosecution, and in default of these, such person shall be confined in the Dane County Jail for not more than six (6) months.

[History: (7), (8), (9), (10) and (11) cr., Sub. 1 to OA 13, 1983-84, adopted 11/03/83; (11) am., OA 4, 1991-92, pub. 05/29/91; (12) cr., OA 3, 2002-03, pub. 05/24/02; (13) cr., Sub. 1 to OA 38, 2002-03, pub. 06/20/03; (12) am., OA 12, 2003-04, pub. 12/03/03, expires 09/01/05; (10) rep. and recr., OA 40, 2008-09, pub. 05/11/09; (8m) cr., (9) am., OA 4, 2010-11, pub. 09/02/10.]

#### **47.52 EACH DAY A SEPARATE OFFENSE.**

Each day a violation exists shall constitute a separate violation.

[History: cr., Sub. 1 to OA 13, 1983-84, adopted 11/03/83.]

*[47.53 - 47.99 reserved.]*

**END OF CHAPTER**

## Chapter 56 - ANIMAL CONTROL

### FOOTNOTE(S):

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**State Law reference**— Crimes against animals, Wis. Stats. § 951.01 et seq.; local regulation of wild animals, Wis. Stats. § 29.038; wild animals and plants generally, Wis. Stats. § 29.001 et seq.; protection of endangered species, Wis. Stats. § 29.604; noxious substances, Wis. Stats. § 29.601; soil and water conservation and animal waste management, Wis. Stats. § 92.01 et seq.; local regulation of livestock operations, Wis. Stats. § 92.15; animal health generally, Wis. Stats. § 95.001 et seq.; diseased animals, Wis. Stats. § 95.19; rabies control program, Wis. Stats. § 95.21; disposition of animal carcasses, Wis. Stats. § 95.50; strays and lost chattels, Wis. Stats. § 170.01 et seq.; animals distrained or doing damage, Wis. Stats. § 172.01 et seq.; animals not to run at large, Wis. Stats. § 172.01; humane officers, Wis. Stats. § 173.01; dogs generally, Wis. Stats. § 174.001 et seq.; dog license tax, Wis. Stats. § 174.05; dog licenses and collar tags, Wis. Stats. § 174.07; humane killing of dogs, Wis. Stats. § 562.105. ([Back](#))

### ARTICLE I. - IN GENERAL

#### Sec. 56-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*At large* means off the property of the owner and not physically restrained by leash, rope, cord, chain or other physical restraint.

*Department* means the state department of agriculture, trade and consumer protection.

*Habitually* means the act or conduct complained of had occurred on two or more distinct prior occasions of which the owner was given notice.

*Humane officer* means a person appointed by the city, in accordance with Wis. Stats. ch. 173.

*Isolation facility* means a humane society shelter, veterinary hospital, municipal pound or other place specified by an officer which is equipped with a pen or cage which isolates the animal from contact with other animals.

*Keeper* means any person who harbors, shelters, protects, feeds, or controls an animal owned by another.

*Let* means to give opportunity to whether by action, inaction, or failure to prevent.

*Officer* means any law enforcement officer, the humane officer, the code enforcement officer, and any of their subordinates who has been delegated the authority to issue citation pursuant to article III of chapter 18.

*Owner* means the person who owns an animal. The term "owner" also means any person owning, licensing, harboring, or keeping an animal and includes the occupant of any dwelling or property on which the animal is kept.

*Suspected animal* means any animal that shall have been exposed to rabies, may appear to have rabies or that shall have bitten any human or any other animal under such conditions as to give rise to suspicion that the biting animal may have rabies.

*Veterinarian* has the meaning designated under Wis. Stats. § 453.02(7), which is incorporated herein by reference.

(Comp. Ords. 2009, § 6.09)

Sec. 56-2. - Penalties.

Penalties for violations of this chapter, unless otherwise specifically stated herein, shall be as provided in section 1-21.

(Comp. Ords. 2009, § 6.03(7))

Sec. 56-3. - Humane officers.

- (a) *Additional powers and duties.* Any humane officer appointed by the city shall have the power to enforce this chapter.
- (b) *Modification or withdrawal of abatement orders issued by humane officer.* The city attorney, assistant city attorney and the municipal judge may modify or withdraw any abatement orders issued under Wis. Stats. § 173.11; accordingly, the city attorney, assistant city attorney and the municipal judge shall not participate in the decision to issue the order or any activity leading to that decision.

(Comp. Ords. 2009, § 6.085)

Secs. 56-4—56-24. - Reserved.

ARTICLE II. - LICENSING AND INSPECTION

Sec. 56-25. - License required—Dog.

Every person who owns, harbors or keeps a dog in the city that is five month of age or older shall annually obtain a license and pay a dog license tax/fee for said dog, as required by Wis. Stats. § 174.05.

(Comp. Ords. 2009, § 6.03(1))

Sec. 56-26. - Same—Cat.

Every person who owns, harbors or keeps a cat in the urban services area of the city that is five months of age or older shall annually obtain a license and pay a cat license tax/fee for said cat.

(Comp. Ords. 2009, § 6.03(2))

Sec. 56-27. - License fee.

The fee for dog and cat licenses shall be as provided in the city fee schedule. The fee schedule may differentiate between male/female and neutered/unneutered animals. The fee schedule shall be kept on file in the city clerk's office and shall be made available for reference and public inspection during normal business hours.

(Comp. Ords. 2009, § 6.03(3), (4))

Sec. 56-28. - Issuance of license and tag.

- (a) Upon payment of the required fee and presentation of evidence that the dog or cat is currently immunized against rabies, as required by this chapter, the city shall complete and issue to the owner a license and tag for the animal. The license shall include:
  - (1) A serial number;
  - (2) The date of expiration;
  - (3) The owner's name and address; and
  - (4) The name, sex, neutered/ unneutered status, breed and description of the animal licensed.

(b) The city shall also deliver to the owner a license tag of durable material bearing:

- (1) The same serial number as the license;
- (2) The name of the county in which it is issued; and
- (3) The license year.

(Comp. Ords. 2009, § 6.03(5))

Sec. 56-29. - Attachment of tag to collar or harness.

The owner shall securely attach the tag to a collar or harness and said collar or harness shall be kept on the dog or cat for which the license is issued. Any dog or cat found without a collar or harness, or without the proper tag attached to the collar or harness of said animal, shall be presumed to be unlicensed.

(Comp. Ords. 2009, § 6.03(6))

Sec. 56-30. - Kennels.

- (a) The owner of four or more dogs shall have his/her premises and/or kennel area inspected annually by the humane officer, or by any person duly appointed by the humane officer, to ensure that said dogs and their habitat are within the legal requirements and the boundaries of the city zoning laws.
- (b) A written certificate of inspection shall be provided to such owner by the inspector upon proof of compliance. Such certificate shall be furnished to the tax collector when the annual dog tax is paid.
- (c) All owners whose premises or kennel area must be inspected shall have in their possession a certificate of inspection valid for the current calendar year and shall produce such document upon request of any police officer or humane officer for the city.

(Comp. Ords. 2009, § 6.07)

Secs. 56-31—56-48. - Reserved.

### ARTICLE III. - IMPOUNDMENT

Sec. 56-49. - Authority; notice; redemption, sale and destruction.

- (a) Any police officer or humane officer of the city may take custody of any uncontrolled animal and shall impound same in a suitable place under the terms and conditions of this chapter.
- (b) If the owner of an impounded animal is determined from the identification tag or number found on said animal, then notice of such impoundment shall be given to such owner by telephone or by mail. Such animal shall remain impounded, for a minimum time period of 72 hours following such telephone notice or the posting of notice by mail, the owner procures an earlier release of the animal; provided, however, that the period of impoundment shall, when necessary, be of as long a duration as may be required for reasons of rabies observation.
- (c) Unless further impoundment for rabies observation is required, the owner of any animal impounded may procure release from impoundment and take possession thereof upon:
  - (1) Furnishing suitable identification and proof of ownership;
  - (2) Payment of the annual dog tax, if applicable, unless such tax has been paid for the current year; and
  - (3) Furnishing of proof of vaccination or arrangements to procure said vaccination of any dog or cat against rabies as required by this chapter.

- (d) If the owner of an impounded animal fails to procure the release of the animal in the way and manner provided, the police department or humane officer may sell the animal at private sale, for the best price obtainable, to any person. Where compliance with licensing and vaccination requirements have not otherwise been met, any person purchasing an impounded dog or cat shall pay the annual license fee for the current year and have the animal vaccinated against rabies within 24 hours of such purchase. The purchase price of said dog or cat may be applied to such tax and cost of such vaccination, with an excess of such purchase price being applied to the impoundment fee. Any further excess of purchase price shall be deposited in the general revenues of the city.
- (e) If the owner of an impounded animal fails to procure the release of said animal in the manner herein provided, and if said animal is not sold under the terms in this section, then said animal may be destroyed.

(Comp. Ords. 2009, § 6.04(10), (11))

Secs. 56-50—56-71. - Reserved.

#### ARTICLE IV. - ANIMAL CARE AND CONTROL

Sec. 56-72. - Owner's responsibility.

The owner of an animal shall control the acts and conduct of such animal and shall be subject to the penalties heretofore set forth for any animal found to be in violation of the provisions of this chapter.

(Comp. Ords. 2009, § 6.08)

Sec. 56-73. - State statutes adopted by reference.

The following sections of Wis. Stats. chs. 173 and 951, together with any existing or future amendments thereto, are adopted and incorporated herein by reference, as if fully set forth in this article and any act required to be performed or prohibited by any statute hereby incorporated is required or prohibited in the city and violators upon conviction shall be subject to the penalties set forth in section 56-2:

- (1) Wis. Stats. § 173.01, definitions.
- (2) Wis. Stats. § 173.07, powers and duties of humane officer.
- (3) Wis. Stats. § 951.01, definitions.
- (4) Wis. Stats. § 951.13, providing proper food and drink to confined animals.
- (5) Wis. Stats. § 951.14, providing proper shelter.
- (6) Wis. Stats. § 951.15, animals, neglected or abandoned; police powers.

(Comp. Ords. 2009, § 6.015)

Sec. 56-74. - Prohibited conduct.

It shall be unlawful for the owner or keeper of any animal to let such animal do any of the following:

- (1) *Run at large.* Run or be at large upon any street, alley or public place in the city or on property other than that of the owner or keeper unless the acts and conduct of such animal are at all times subject to immediate human voice control.
- (2) *Attack pedestrians.* To assault or attack a person while such person is peacefully walking or riding within the city.

- (3) *Attack other animals.* To attack, assault, worry, wound or kill, any pet or domestic animal other than that of its owner.
- (4) *To disturb the peace.* Habitually disturb the peace and quiet of any person in the vicinity of the place where such animal is kept.
- (5) *Damage property.* To injure, damage or destroy the property of other than its owner.
- (6) *Chase vehicles.* Habitually pursue or chase vehicular traffic.
- (7) *Presence in public parks.* Be present in or upon the grounds of any city park or other public recreational grounds where signs are posted prohibiting such presence; and in all other park or recreational areas, unrestrained by rope, cord, leash, chain, harness, or bridle.

(Comp. Ords. 2009, § 6.01; Ord. No. 2011-O-21, 12-13-2011)

Sec. 56-75. - Owner's duty to remove refuse.

The owner or the person in charge of an animal shall immediately remove all refuse, dirt, foods and/or excretions expelled, caused by or left by any animal on any public property or private property other than that of the owner and deposit same into proper refuse containers.

(Comp. Ords. 2009, § 6.02)

Secs. 56-76—56-93. - Reserved.

ARTICLE V. - RABIES MANAGEMENT

Sec. 56-94. - Vaccination required.

Except as provided in Wis. Stats. § 174.054, every owner or keeper of any dog or cat that is in the city shall have the dog or cat vaccinated against rabies by a veterinarian before it reaches the age of six months and revaccinated within one year after the vaccinated against rabies within 30 days after it is obtained or brought into the city unless it has been vaccinated as evidenced by a current certificate of rabies vaccination from this state or some other state. The owner or keeper of any dog or cat shall have it revaccinated against rabies by a veterinarian before the date that the immunization expires as stated on the certificate of vaccination or, if no date is specified, within three years after the previous vaccination.

(Comp. Ords. 2009, § 6.04(1))

Sec. 56-95. - Certificate of rabies vaccination; contents.

The owner or keeper of any dog or cat that is in the city shall obtain a certificate of rabies vaccination bearing a serial number and the form approved by the department stating:

- (1) The owner's name and address;
- (2) The name, sex, spayed or unspayed, neutered or unneutered, breed and color of the dog or cat;
- (3) The date of the vaccination;
- (4) The type of rabies vaccine administered and the manufacturer's serial number;
- (5) The date that the immunization expires; and
- (6) The city, village or town where the dog is required to be licensed.

(Comp. Ords. 2009, § 6.04(2))

Sec. 56-96. - Rabies vaccination tag.

The owner or keeper of any dog or cat that is in the city shall also obtain a vaccination tag of durable material bearing the same serial number as the certificate of rabies vaccination, the year the vaccination was given and the name, address and telephone number of the veterinarian. Such owner shall attach the rabies vaccination tag or a substitute tag to a collar and a collar with the tag attached shall be kept on the dog or cat at all times but this requirement does not apply to a dog during competition or training, to a dog while hunting, to a dog or cat securely confined indoors, to a dog or cat securely confined in a fenced area or to a dog while actively involved in herding or controlling livestock if the dog is under the control of its owner. The substitute tag shall be of a durable material and contain the same information as the rabies vaccination tag. The requirements of this section do not apply to a dog which is not required to be vaccinated under section 56-95.

(Comp. Ords. 2009, § 6.04(3))

Sec. 56-97. - Cost.

The owner shall pay the cost of the rabies vaccination and the cost associated with the issuance of a certificate of rabies vaccination and the delivery of a rabies vaccination tag.

(Comp. Ords. 2009, § 6.04(4))

Sec. 56-98. - District quarantine.

- (a) *Dogs confined.* If a district is quarantined for rabies, all dogs within the district shall be kept securely confined, tied, leashed or muzzled. Any dog not confined, tied, leashed or muzzled is declared a public nuisance and may be impounded. All officers shall cooperate in the enforcement of the quarantine. The clerk of every town, city or village wholly or partly within the quarantine district shall promptly post in at least three public places in the town, city or village, notices of quarantine furnished by the department for posting.
- (b) *Exemption of vaccinated dog.* A dog which is immunized currently against rabies as evidenced by a valid certificate of rabies vaccination or other evidence is exempt from the district quarantine provisions of subsection (a) of this section, if a rabies vaccination tag or substitute tag is attached to the dog's collar.

(Comp. Ords. 2009, § 6.04(5))

Sec. 56-99. - Quarantine or sacrifice of animals suspected of biting or of being infected or exposed to rabies.

- (a) *Quarantine or sacrifice of dog or cat.* An officer shall order a dog or cat quarantined if the officer has reason to believe that the animal:
  - (1) Bit a person;
  - (2) Is infected with rabies; or
  - (3) Has been in contact with a rabid animal.

If quarantine cannot be imposed because the dog or cat cannot be captured, the officer may kill the animal. The officer may kill a dog or cat only as a last resort or if the owner agrees. The officer shall attempt to kill the animal in a humane manner and in a manner which avoids damage to the animal's head.

- (b) *Sacrifice of other animals.* An officer may order killed or may kill an animal other than a dog or cat if the officer has reason to believe that the animal bit a person or is infected with rabies.
- (c) *Sacrifice of a dog or cat.* An officer may order killed or may kill a dog or cat if the owner of the dog or cat violates section 56-98(a), (b).

(Comp. Ords. 2009, § 6.04(6))

Sec. 56-100. - Quarantine procedure of dog or cat.

- (a) *Delivery to isolation facility or quarantine on premises of owner.* An officer who orders a dog or cat to be quarantined shall deliver the animal or shall order the animal delivered to an isolation facility as soon as possible but no later than 24 hours after the original order is issued or the officer may order the animal to be quarantined on the premises of the owner if the animal is immunized currently against rabies as evidenced by a valid certificate of rabies vaccination or other evidence.
- (b) *Health risk to humans.* If a dog or cat is ordered to be quarantined because there is reason to believe that the animal bit a person, the custodian of an isolation facility or the owner shall keep the animal under strict isolation under the supervision of a veterinarian for at least ten days after the incident occurred. In this subsection, the term "supervision of a veterinarian" includes, at a minimum, examination of the animal on the first day of isolation, on the last day of isolation and on one intervening day. If the observation period is not extended and if the veterinarian certifies that the dog or cat has not exhibited any signs of rabies, the animal may be released from quarantine at the end of the observation period
- (c) *Risk to animal health.*
  - (1) If a dog or cat is ordered to be quarantined because there is reason to believe that it has been exposed to a rabid animal and if the dog or cat is not currently immunized against rabies, the custodian of an isolation facility, the owner or the keeper shall keep the animal leashed or confined for 180 days. The owner shall have the animal vaccinated against rabies between 155 and 165 days after the exposure to a rabid animal.
  - (2) If a dog or cat is ordered to be quarantined because there is reason to believe that it has been exposed to a rabid animal but if the dog or cat is immunized against rabies, the custodian of an isolation facility, the owner, or the keeper shall keep the animal leashed or confined for 60 days. The owner or keeper shall have the animal revaccinated against rabies as soon as possible after exposure to a rabid animal.
- (d) *Sacrifice of a dog or cat exhibiting symptoms of rabies.* If a veterinarian determines that a dog or cat exhibits symptoms of rabies during the original or extended observation period, the veterinarian shall notify the owner and the officer who ordered the animal quarantined and the officer or veterinarian shall kill the animal in a humane manner and in a manner which avoids damage to the animal's head. If the dog or cat is suspected to have bitten a person, the veterinarian shall notify the person or the person's physician.

(Comp. Ords. 2009, § 6.04(7))

Sec. 56-101. - Delivery of carcass; preparation; examination by laboratory of hygiene.

An officer who kills an animal shall deliver the carcass to a veterinarian or local health department, as defined in Wis. Stats. § 250.01(4). The veterinarian or local health department shall prepare the carcass, properly prepare and package the head of the animal in a manner to minimize deterioration, arrange for delivery by the most expeditious means feasible of the head of the animal to the state laboratory of hygiene and dispose of or arrange for the disposal of the remainder of the carcass in a manner which minimizes the risk of exposure to any rabies virus. The laboratory of hygiene shall examine the specimen and determine if the animal was infected with rabies. The state laboratory of hygiene shall notify the department, the veterinarian or local health department which prepared the carcass and, if the animal is suspected to have bitten a person, that person or that person's physician.

(Comp. Ords. 2009, § 6.04(8))

Sec. 56-102. - Responsibility for quarantine and laboratory expenses.

The owner of an animal is responsible for any expenses incurred in connection with keeping the animal in an isolation facility, supervision and examination of the animal by a veterinarian, preparation of

the carcass for laboratory examination and the fee for the laboratory examination. If the owner is unknown, the county is responsible for these expenses.

(Comp. Ords. 2009, § 6.04(9))

Sec. 56-103. - Observation of suspected rabid animals.

- (a) Every person who has notice or knowledge that any animal is a suspected animal shall immediately report such fact to a police officer, humane officer or to the police department of the city.
- (b) A person who has custody or control of any suspected animal shall, upon request of any police officer or humane officer, immediately deliver to such officer the suspected animal.
- (c) When information respecting any suspected animal shall be brought to the attention of the police department or any police officer or humane officer of the city, the police department or agriculture, trade and consumer protection department shall as promptly as possible impound the suspected animal and place the same in custody of a veterinarian for observation for such period of time as the veterinarian shall deem necessary.
- (d) If, after the appropriate period of observation, the veterinarian determines that the suspected animal does not have rabies, then said animal may be returned by the veterinarian to the owner, if known, upon receiving proof of payment to the city clerk of the expenses for impounding and observation; but if the owner is not known, then said animal may be sold or otherwise disposed of as provided by law. If the animal shall prove to have rabies; then the animal shall be destroyed or disposed of in accordance with customary procedures in like cases.
- (e) The usual and customary expenses for impounding and observation of the suspected animal shall be paid by the owner of such animal before the animal is released to the owner, such payment being made to the city clerk who shall remit the same to the veterinarian who had the animal under observation. If the owner is not known and the necessity for observation arises from any person having been bitten by the suspected animal, the expenses for impounding and observation by the veterinarian shall be paid by such person, or by the parents of such person if such person is a minor. In all other cases, the expenses of impoundment and observation shall be paid by the city.
- (f) Every animal found running at large known to be infected with the disease of rabies may be destroyed on sight by any police officer or humane officer of this city.

(Comp. Ords. 2009, § 6.06)