

# **Amendment One to Amended and Restated Intergovernmental Cooperation Agreement Creating MARSH COUNTRY HEALTH ALLIANCE**

This Amendment One to the Amended and Restated Intergovernmental Cooperation Agreement ("Amendment") is entered into under authority of Wis. Stat. § 66.0301 and the Amended and Restated Intergovernmental Cooperation Agreement ("IGA") entered into by, among and between the Counties of Dodge, Adams, Columbia, Grant, Green, Iowa, Jefferson, Ozaukee, Rock, Sauk, Waukesha, Washington, and Winnebago, each a duly organized and existing county of the State of Wisconsin relating to the formation of the Marsh Country Health Alliance ("MCHA"). This Amendment shall be effective as of the 1<sup>st</sup> day of October, 2023.

## **RECITALS**

**WHEREAS**, the Members of MCHA, as that term is used in the IGA, have determined it to be in the best interests of MCHA to allow for a streamlined process for establishing quorum, adopting a budget, setting the Assessment Rate, electing officers and amending the IGA;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. All of the terms, conditions and provisions of the IGA, as amended, shall remain unaltered unless specifically amended herein. As used in this Amendment, underlined and italicized text shall denote new text and stricken text shall denote eliminated text as compared to the original text of the IGA.

2. Section 4.02(A) of the IGA is hereby amended to read as follows:

A. Establish the Commission's annual budget. The Commission's annual budget shall include, without limitation, the following information: (1) anticipated revenues and expenses for the Commission separated by category of revenue and expense; and (2) information related to the allocation of indirect costs to the Commission as compared to the Clearview facility as a whole. Clearview staff shall provide the Members with any additional information necessary to verify the allocation method related to overhead and administrative costs provided, however, that such allocation shall, to the extent practicable, conform to MA guidelines and GAAP standards. By October 1 of each year, Clearview staff shall transmit (by letter or electronic mail) to the Member Representatives a recommended budget for the next fiscal year, together with such other and further information necessary for the Member Board to consider the budget. Any Member has a right to object in writing to the budget

provided such objection is transmitted by letter or electronically to Clearview staff within 15 days of the Member Representative's receipt of the proposed budget. If no objection is received within 15 days, the budget shall be set as recommended by Clearview staff. If an objection is received, the Commission shall set a meeting to consider and adopt a budget.

3. Section 4.04(A) of the IGA is hereby amended to read as follows:

A. Annual Meeting. In each calendar year, an annual meeting of the Member Board shall be held during the month of ~~August~~October. The Chair or his/her designee shall give at least 30 days written or electronic notice of an annual meeting to each Member at the address or electronic address of the Members shown in the records of the Commission. It shall be the responsibility of each Member to inform the Commission of its designated representative to act on behalf of a Member at such meeting. It is the responsibility of each Member to ensure that notices and materials also be provided to corporation counsel, the county clerk or any other person associated with a Member if the Member so desires.

4. Section 4.04(B) of the IGA is hereby amended to read as follows:

B. Agenda. The agenda for each Annual Meeting shall include, but not be limited to the following: ~~set the budget for the following year~~assess dues, set the Assessment Rate for the following year (if an objection to the recommended Assessment Rate is timely received), assess dues and receive other reports or information that are in the interests of the Commission.

5. Section 4.04(C) of the IGA is deleted in its entirety and the remaining sections are re-lettered accordingly.

6. Section 4.04(F) of the IGA is hereby amended to read as follows:

E. Quorum and Voting. ~~A majority of Members~~ Dodge County plus at least two (2) other Members shall constitute a quorum necessary to conduct business at the Annual Meeting or any Special Meeting on behalf of the Member Board. Each Member shall have one (1) vote, which shall be cast by the Member Representative, on all business brought before the Member Board. Member Representatives may attend any Member Board meeting by remote communication provided that such remote attendance complies with Wisconsin's Open Meetings Law and such remote communication is conducted consistent with any process established for any specific remote communication method in this IGA, if any. Any Member Representative may call for a weighted vote on any matter of business brought before the Member Board, in which case the Member Representative of each Member shall be entitled to a number of votes equal to the then-current

five-year utilization for the Member as reflected in the then-current annual Assessment Rate Calculation prepared by Clearview staff for purposes of determining the Assessment Rate. Proxy voting shall not be allowed.

7. Section 4.05 of the IGA is hereby amended to read as follows:

4.05 Assessment Rate. *By August 1 of each year, Dodge County shall transmit (by letter or electronic mail) to the Member Representatives a recommended Assessment Rate, which will provide the mechanism for funding the Commission's operations for the next fiscal year, together with such other and further information necessary for the Member Board to consider the budget and Assessment Rate. At the meeting of the Member Board in June of each year pursuant to Sec. 4.04(C), the Member Board shall take action on the Assessment Rate that will provide the mechanism for funding the Commission's operations in the next fiscal year. Any Member has a right to object in writing to the budget and Assessment Rate provided such objection is transmitted by letter or electronically to Dodge County at least 30 days prior to the annual meeting of the Member Board. If no objection is received within the deadlines established herein, the budget and Assessment Rate shall be set as recommended by Dodge County. If an objection is received, ~~Thereafter, at the same meeting,~~ the Member Board shall establish the budget and Assessment Rate at the annual meeting, which will provide the mechanism for funding the Commission's operations in the next fiscal year. The Assessment Rate shall consist of two (2) components provided, however, that the Member Board may establish the Assessment Rate higher or lower than the Dodge County recommendation ~~the below formula~~ in the Member Board's discretion:*

- A. For all Members other than Dodge County, the Assessment Rate shall be a uniform rate that is prorated to the Members ~~based upon the following formula; and shall take into consideration the lease payments, operation costs, capital costs, expenses established through Commission policy and any other expenses anticipated to be incurred in the next fiscal year. Information and figures contained within the Medicaid Cost Report applicable to Clearview shall be utilized, to the extent possible, in establishing the expenses. The Commission may adopt a policy or policies clarifying the process for billing, payment and calculation of the Assessment Rate.~~

- ~~i. The figure entered in Line 21 (NET INCOME OR LOSS) of Section B (SUMMARY OF NET INCOME OR LOSS) of SCHEDULE 11 (SUMMARY OF REVENUES AND EXPENSES) of the Clearview facility's most recent WISCONSIN MEDICAID PROGRAM NURSING HOME COST REPORT for the Clearview facility (a copy of which shall be provided to the Members prior to the Assessment Rate meeting as set forth in Sec 4.04(C)) ("Cost Report");~~

- ~~ii. LESS the attribution of overhead and administrative costs to portions of the Clearview facility unrelated to Marsh Country Health Alliance's operations according to the methodology consistent with the Cost Report and Generally Accepted Accounting Principles standards, which is herein defined as the "LOSS";~~
- ~~iii. LOSS is then adjusted to reflect any additional MA reimbursements. This calculation is defined as "TOTAL LOSS";~~
- ~~iv. TOTAL LOSS is shared proportionally among the Members according to the average annual patient days utilized by a Member in the five (5) year period immediately preceding the year in which the Assessment Rate is determined. A Member's portion will be reflected as a percentage of utilization [(dividing a Member's average patient days for the five (5) years preceding by total facility patient days) ("PERCENTAGE SHARE")];~~
- ~~v. A Member's Assessment Rate is the product of TOTAL LOSS multiplied by the Member's PERCENTAGE SHARE.~~

B. For Dodge County, the Assessment Rate shall consist of the sum of the difference between the sum total of the Assessment Rate proceeds for all Members and the actual costs of the Commission's operations, as determined in the Cost Report after taking into account all revenue of the Commission, both received and anticipated. No Member other than Dodge County is responsible for any shortfall associated with the calculation of the Assessment Rate as a result of an audit or re-calculation. Every Member, other than Dodge County, shall be responsible only for that Member's Assessment Rate calculated as provided herein.

8. Section 4.08(A) is hereby amended to read as follows:

- A. Selection and Term of Office. The Chair shall be the Member Representative from Dodge County. The Member Board shall elect a Vice Chair and a Secretary from its membership. All officers shall serve one-year terms. Officers may be removed by a majority vote of the Member Representatives provided, however, that the Chair may be removed only by Dodge County in a manner consistent with Dodge County's appointment and removal process associated with boards and/or commissions. Officers shall serve until a successor is duly elected and qualifies.

9. Article 8 of the IGA is hereby amended to read as follows:

This Amended and Restated Agreement may be amended at any time by ~~unanimous consent~~ majority vote of the all Members. Amendments shall be in writing and shall become effective ~~only after execution by duly authorized Member Representatives~~ as provided in any such amendment.

10. The budget for MCHA for 2024 as presented by Dodge County prior to the Annual Meeting scheduled for August 28, 2023, is hereby adopted. The Assessment Rate for MCHA for 2024 is hereby set as recommended by Dodge County as set forth on the attached Exhibit A.

11. Execution of this Amendment certifies compliance with Article 8 of the IGA.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the 1<sup>st</sup> day of October, 2023.

On behalf of ADAMS COUNTY:

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

On behalf of COLUMBIA COUNTY:

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

On behalf of GRANT COUNTY:

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

On behalf of DODGE COUNTY:

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

On behalf of GREEN COUNTY:

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

On behalf of IOWA COUNTY:

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

On behalf of JEFFERSON COUNTY:

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

On behalf of OZAUKEE COUNTY:

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

On behalf of SAUK COUNTY:

By: 

On behalf of WAUKESHA COUNTY:

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

**On behalf of ROCK COUNTY:**

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

**On behalf of WASHINGTON COUNTY:**

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

**On behalf of WINNEBAGO COUNTY:**

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