



OFFICIAL NOTICE AND AMENDED AGENDA

Notice is hereby given that the **Executive Committee** of the **North Central Community Services Program Board** will hold a meeting at the following date, time and location shown below.

Wednesday, February 22, 2023 at 10:30 AM
North Central Health Care – Wausau Board Room
1100 Lake View Drive, Wausau WI 54403

Persons wishing to attend the meeting by phone may call into the telephone conference beginning five (5) minutes prior to the start time indicated above using the following number:

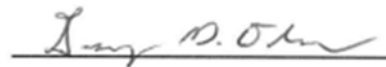
Meeting number: 1-408-418-9388 **Access Code:** 2491 243 7871 **Password:** 1234

AGENDA

1. Call to Order
2. Public Comments (15 Minutes)
3. Approval of January 19, 2023 Executive Committee Meeting Minutes
4. Educational Presentations/Outcome Monitoring Reports
 - a. Update on Training, Dietary, Policies & Procedures, and Heather Street Closing – G. Olsen/J. Nickel
 - b. Executive Director Report – G. Olsen
 - c. Budget Calendar-2024 – G. Olsen
 - d. Financial Update – J. Hake
 - e. Executive Director 2023 Work Plan – G. Olsen
 - f. Managing Director of Community Programs 2023 Work Plan – V. Tylka
5. Discussion and Possible Action
 - a. **ACTION: Approval of the Recommendations of the Medical Executive Committee for Appointments for: Daniel J. Smith, D.O., and Mandy Sikorski, APNP**
 - b. ACTION: Approval of Compensation and Timekeeping Policy – G. Olsen
 - c. ACTION: Approval of Grievance Policy – G. Olsen
 - d. ACTION: Approval of Debt Payment Schedule of New Construction – G. Olsen
 - e. ACTION: Approval of Facility Lease Agreement – G. Olsen
 - f. ACTION: Update Regarding December Financial Statements and Obtain Direction from Executive Committee on Approaching the Member Counties Regarding Coverage of Certain Program Overages
 - g. Role of the NCCSP Board of Directors – G. Olsen
6. Next Meeting Date & Time, Location, and Future Agenda Items
 - a. Next Meeting: Thursday, March 2, 2023 at 3:00 p.m. in the North Central Health Care Wausau Board Room
7. Adjournment

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the Administrative Office at 715-848-4405. For TDD telephone service call 715-845-4928.

NOTICE POSTED AT: North Central Health Care
COPY OF NOTICE DISTRIBUTED TO:
Wausau Daily Herald, Antigo Daily Journal, Tomahawk Leader,
Merrill Foto News, Langlade, Lincoln & Marathon County Clerks Offices


Presiding Officer or Designee

DATE: 02/21/2023 TIME: 10:00 AM BY: D. Osowski

NORTH CENTRAL COMMUNITY SERVICES PROGRAM EXECUTIVE COMMITTEE MEETING MINUTES

January 19, 2023

3:00 p.m.

Wausau Board Room

Present:	X	Kurt Gibbs	EXC	Renee Krueger
	X	Lance Leonhard	X	Robin Stowe

Staff: Gary Olsen, Jennifer Peaslee, Jarret Nickel

Others: Dejan Adzic, Deputy Corporation Counsel

Call to Order

- Meeting was called to order by Chair Gibbs at 3:05 p.m.

Public Comments

- There were no public comments.

Approval of December 19, 22, 29, 2022 Executive Committee Meeting Minutes

- **Motion**/second, Leonhard/Stowe, to approve the minutes of the December 19, 22, and 29, 2022 Executive Committee meetings. Motion carried.

Executive Director Report – G. Olsen

- Next agenda will include a presentation of the 2023 Work Plan for the Executive Director as well as the 2023 Work Plan for V. Tylka, Managing Director of Community Programs.
- The Finance Director position has been filled with a start date of February 6.
- V. Tylka has started to work on establishing the Human Services Leadership Team.
- G. Olsen will be visiting each of the three County Boards in the next few months to begin to establish relationships with each of the counties.
- Have had inquiries from staff on the vision of NCHC with the position of Executive Director. To help build relationships and trust, Managers will be updated on the vision of NCHC at their next meeting, Olsen will participate in each new hire orientation again, and rounding by the Senior Leadership Team in each program and service area is being reestablished.
- An announcement will be sent out today on Dr. Gouthro's departure 3/27/2023. He will continue to oversee the MCW program and psychiatry residency program. We are meeting regularly to identify a transition plan.

Financial Update – G. Olsen

- November's financials were better than October. December financials, included in the packet, showed receipt of money from CCS which was more than anticipated, and the Medicaid adjustment for Pine Crest was also more than anticipated. We also had a plan to cover the \$1.1 million loss for Mount View. The CPE funds that were expected had not been received yet so we contacted the State yesterday and were informed that we would not be receiving these funds this year and next year. This amounts to \$730,000 less for Pine Crest and \$892,000 less for Mount View. With this news, we are looking at a \$2 million loss for Mount View and nearly \$1.2 million for Pine Crest. Updated December financials were distributed to reflect this additional information.

- We feel it is important for our legislators to be made aware of this recent information. We would like to meet with the State to relay how devastating this is on county nursing homes. We also learned that other county nursing homes in the State were not yet aware of the latest news about the CPE funds and what is more frustrating is that Rock and Dane Counties have each received millions of dollars more while the other counties have received much less or no funds.
- NCHC is currently looking at a \$1.2 million loss without including the debt payment. While cash on hand improved to 37 days and is trending in a good direction, we are asking for advances in funding from the State to help with our cash on hand.
- K. Gibbs has had conversations with Wisconsin Counties Associations (WCA), and it is understood that legislators were unaware of how the supplemental payments were done.
- The Committee agreed that contacts need to be made to our legislators, so they understand how critical the situation is for nursing homes and the future success of the nursing homes that have been hit hard these past few years. Being a unified voice of county homes with the assistance of WCA will be more impactful to make sure a clear voice is heard.
- We are working with our auditors and Marathon County on finalizing the Facilities Agreement. The Agreement will be brought back to the Executive Committee for approval.

Appointments to the NCCSP Board

- G. Olsen will contact R. Krueger regarding the two vacant Board positions from Lincoln County.
- There is one vacancy for Marathon County with Dr. Ticho's change from Medical Staff President and upcoming retirement in March. Marathon County residents can apply for the position by completing the online form on the Marathon County website.

Closed Session

- **Motion**/second, Stowe/Leonhard, to go into Closed Session (Roll Call Vote Suggested) Pursuant to Wis. Stat. ss. 19.85(1)(c)(f) and (h), for the purpose of "[c]onsidering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility", "considering medical data of specific persons", "preliminary consideration of specific personnel problems or investigation of charges against specific persons," and "conferring with counsel" with respect to litigation NCHC is likely to become involved in to wit: Update on Investigative Matters Concerning NCHC Employees and Discuss Program Specific Personnel Issues and Concerns, Discuss Medical Data of Certain Personnel, and Update From Legal Counsel Regarding Likely Employment Law Related Litigation Involving NCHC. G. Olsen, J. Peaslee, J. Nickel, and D. Adzic were asked to remain in Closed Session. Roll call taken. All indicated aye. Motion carried. Meeting convened in closed session at 3:45 p.m.

Reconvene in Open Session Immediately Following Closed Session and Take Action on Matters Discussed in Closed Session

- **Motion**/second, Leonhard/Stowe, to reconvene in Open Session at 4:29 p.m. Motion carried.
- No action taken from Closed Session.

Adjourn

- **Motion**/second, Leonhard/Stowe, to adjourn the meeting at 4:30 p.m. Motion carried.

MEMORANDUM

DATE: February 17th, 2023
TO: Executive Committee
FROM: Jarret Nickel, Managing Director of Nursing Homes & Residential
RE: Heather Street & Residential Action Plan

Heather Street Closure: Heather Street was officially closed for operations on January 24th. The license remains active as we are still awaiting statement of deficiencies from State Department.

Medication Management: Go live for new medication management system occurred on February 15th with a smooth transition from Tier and paper documentation. Medication errors and reporting have improved with a full time RN now assigned to education and review.

Documentation: Bissell Street had a survey in late January that provided our first test of paper charting and I'm pleased to announce the survey passed inspection with zero deficiencies found. We are anticipating returning to electronic documentation in March with our new electronic health record Matrix Care.

Event Notification & Reporting: Follow up of SafetyZones has improved immensely from the last update provided with almost all events being followed up in the expected timeframe. Follow up is also showing improved outcomes and reduction in reoccurring events.

Staffing: We have filled the 1.0 RN with an internal applicant who has been assisting from inception of the action plan. He will fully transition to residential in early March. We have a new Manager of CBRF Services beginning with us on February 20th who will oversee the three remaining CBRFs in assistance of the Supervisor of CBRF Services. We are still actively recruiting for the Manager of Supported Apartments position. Personal Care Worker applications saw an initial jump and all day shift needs have been filled, evening and night shift have been a challenge to fill. Agency is still being relied on to fill open holes to ensure 24/7 quality care is occurring.

Training: First round of training has been completed which included skills training and medication administration. Only a few staff were unable to make the training in large part due to occasional status which we are working on a plan to train them when their availability increases (typically during Summer).

Food & Nutrition: New menu system is behind schedule due to the size of the change set to occur. Multiple meetings and edits of the menu have occurred in order to meet the quality standard and low

labor target we set. It is anticipated that the new menu will be completed in the next two weeks and a launch to occur in March.

Administrator: I continue to be the Administrator for the three licensed CBRFs with a transition to occur in late March or April to the Manager of CBRF Services. I will continue to be engaged with these locations on a daily basis to ensure operational improvements continue.

Thank you,

Jarret Nickel
Managing Director of Nursing Homes & Residential

To: Executive Committee
From: Gary D. Olsen, MPA, Executive Director
Date: February 1, 2023
RE: Executive Director's Report

Clubhouse Donated Funds

Mike Frankel, the past Director for NCHC's Clubhouse program, contacted me concerning a commitment Mort McBain made to him regarding the donated funds for Clubhouse. Mort had given Mr. Frankel one year to open a new program, 501c3, similar to Clubhouse and then NCHC would consider giving the funds to the newly created program. Mort had also brought this to the Executive Committee. Mr. Frankel has submitted the application for a 501c3 for Granite House, LLC and he is listed as the president of the organization. Mr. Frankel met with me to discuss how he could get the donated funds for the new organization, and he wanted to know the dollar amount. I informed him that there was \$20,000 remaining in donated funds and we would do a contract that would require him to provide us with the 501c3 information. We would then require Granite House, LLC to submit invoices for operational expenses to NCHC and we would issue checks for those expenses until the \$20,000 was exhausted. Mr. Frankel was in agreement with this arrangement, and this will be on the next meeting agenda for the Executive Committee to consider giving me permission to move forward with the contract.

Staff Meetings

I have held a Manager's Team meeting with all management staff, and I participated in orientation. I will explain this item in more detail during the conversation regarding my Work Plan. The Manager's Team meeting went very well, and I believe the staff are fully behind the vision we have for NCHC. We will be having more Manager's Team meetings and training sessions for this group in the future. I also will be attending each first day of orientation for the new employees. The first one went well, and this gives me an excellent time to share our vision for NCHC with new employees.

Pine Crest Ad Hoc Committee

I attended the latest meeting of the Lincoln County Pine Crest Ad Hoc Committee. They are finalizing their report that will be presented to the Lincoln County Board. The report lists all the different options surrounding Pine Crest. I have a copy of the report if any of the Committee members would like a copy.

Managing Director of Finance/Administration

Jason Hake will start on Monday, February 6th, as our new Managing Director of Finance/Administration. We are super excited to have Jason join our team!

2024 BUDGET/2023 MID-YEAR REVIEW CALENDAR

March 1	Capital Improvement Program forms and packets distributed to Directors/Managers
March 1-March 31	Capital Improvement Program worksheets completed by Directors/Managers
March 31	Directors/Managers submit Capital Improvement
Feb/Mar/April	Employee salary spreadsheets created by Accounting and approved by Directors/Managers/Senior Leadership
April 1-April 30	Accounting will complete a 5-year Capital Improvement Plan budget
April 20	Budget forms and salary/fringe benefit worksheets distributed at workshop
April 20-May 31	Directors/Managers prepare budget worksheets, get approval from Senior Leadership
Mar 1-May 31	Executive Committee shall provide budget guidelines and priorities to Executive Director
May 31	Completed budget packet due to Managing Director of Finance/Administration
June 1-June 30	Managing Director of Finance/Administration and Executive Director work with Directors/Managers/Senior Leadership to balance the budget
June 1-June 30	Requests for increase in tax levy funding would happen during June
July 1-July 21	Managing Director of Finance/Administration and the Executive Director work with the Marketing and Communications Department to produce a budget document to be presented to the Executive Committee
August 24	Executive Committee will meet to review and approve the budget and forward the budget to the County Boards by September 1 st
August 31	Budget is presented the NCCSP Board. They will forward to the Department of Health Services
Sept 1-Sept 30	County Boards will be presented the budget at their County Board meetings

Operating budget calendar
CIP budget calendar
Budget Plan

North Central Health Care
Programs by Service Line
For the Period Ending January 31, 2023

	Revenue			Expense			Net Income/ (Loss)	Variance From Budget
	Actual	Budget	Variance	Actual	Budget	Variance		
BEHAVIORAL HEALTH SERVICES								
Adult Behavioral Health Hospital	609,002	428,766	180,237	527,160	549,247	22,087	81,842	202,324
Adult Crisis Stabilization Facility	96,012	145,602	(49,590)	99,832	134,971	35,139	(3,820)	(14,452)
Lakeside Recovery MMT	7,486	99,234	(91,748)	15,161	84,864	69,703	(7,675)	(22,045)
Youth Behavioral Health Hospital	243,871	119,997	123,874	272,654	263,987	(8,667)	(28,783)	115,207
Youth Crisis Stabilization Facility	59,045	95,832	(36,787)	66,731	89,475	22,744	(7,686)	(14,043)
Crisis Services	201,992	204,707	(2,715)	221,291	241,853	20,562	(19,299)	17,848
Psychiatry Residency	79,406	73,523	5,883	64,842	86,242	21,400	14,564	27,283
	1,296,815	1,167,662	129,154	1,267,672	1,450,641	182,968	29,143	312,122
COMMUNITY SERVICES								
Outpatient Services (Marathon)	397,549	369,987	27,562	387,425	484,536	97,111	10,124	124,674
Outpatient Services (Lincoln)	91,557	79,811	11,745	60,356	65,679	5,323	31,201	17,068
Outpatient Services (Langlade)	68,893	65,884	3,009	53,975	67,143	13,168	14,918	16,178
Community Treatment Adult (Marathon)	402,687	398,268	4,418	376,271	438,727	62,456	26,415	66,874
Community Treatment Adult (Lincoln)	67,001	67,235	(235)	64,741	74,230	9,490	2,260	9,255
Community Treatment Adult (Langlade)	20,975	27,258	(6,282)	36,351	51,123	14,772	(15,376)	8,490
Community Treatment Youth (Marathon)	421,380	391,053	30,327	328,249	373,602	45,353	93,131	75,680
Community Treatment Youth (Lincoln)	129,002	138,973	(9,971)	127,836	129,940	2,104	1,166	(7,867)
Community Treatment Youth (Langlade)	102,662	118,811	(16,149)	92,194	96,994	4,801	10,468	(11,348)
Jail Meals (Marathon)	71,738	-	71,738	50,289	-	(50,289)	21,449	21,449
	1,773,443	1,657,280	116,164	1,577,687	1,781,976	204,289	195,757	320,453
COMMUNITY LIVING								
Adult Day Services (Marathon)	62,380	88,826	(26,446)	67,002	90,066	23,064	(4,623)	(3,383)
Day Services (Langlade)	24,969	32,417	(7,448)	21,805	23,127	1,322	3,164	(6,126)
Supportive Employment Program	12,728	13,470	(742)	23,277	21,356	(1,921)	(10,549)	(2,663)
Andrea St Group Home	40,765	-	40,765	55,642	-	(55,642)	(14,877)	(14,877)
Chadwick Group Home	58,585	44,420	14,164	57,030	47,166	(9,865)	1,554	4,300
Bissell Street Group Home	47,737	-	47,737	39,848	-	(39,848)	7,889	7,889
Heather Street Group Home	14,411	38,845	(24,434)	33,192	45,790	12,598	(18,781)	(11,836)
Marshall Street Residential	-	90,282	(90,282)	-	90,949	90,949	-	667
Jelinek Apartments	91,715	69,691	22,024	72,188	59,844	(12,344)	19,527	9,679
River View Apartments	57,014	59,028	(2,015)	50,613	55,228	4,615	6,400	2,600
Riverview Terrace	18,034	-	18,034	31,856	-	(31,856)	(13,823)	(13,823)
Hope House (Sober Living Marathon)	1,269	1,698	(429)	7,129	4,500	(2,629)	(5,860)	(3,057)
Sober Living (Langlade)	4,064	5,035	(971)	5,181	5,107	(74)	(1,117)	(1,044)
	433,670	443,713	(10,044)	464,764	443,132	(21,632)	(31,094)	(31,675)
NURSING HOMES								
Mount View Care Center	1,622,672	1,990,314	(367,642)	1,529,139	1,682,346	153,207	93,533	(214,436)
Pine Crest Nursing Home	1,017,340	1,126,568	(109,228)	955,793	1,032,509	76,716	61,547	(32,511)
	2,640,012	3,116,882	(476,870)	2,484,931	2,714,855	229,923	155,081	(246,947)
Pharmacy	619,534	661,314	(41,780)	671,743	665,544	(6,199)	(52,209)	(47,979)
OTHER PROGRAMS								
Aquatic Services	90,429	103,946	(13,517)	77,280	93,606	16,326	13,149	2,809
Birth To Three	44,131	-	44,131	44,131	-	(44,131)	-	-
Adult Protective Services	65,026	72,190	(7,164)	48,471	69,621	21,150	16,555	13,986
Demand Transportation	30,250	37,379	(7,129)	34,094	40,993	6,900	(3,843)	(229)
	229,837	213,516	16,321	203,976	204,220	244	25,861	16,565
Total NCHC Service Programs	6,989,264	7,260,367	(271,103)	6,677,670	7,260,367	582,697	311,594	311,594
SELF-FUNDED INSURANCE TRUST FUNDS								
Health Insurance Trust Fund	789,829	-	789,829	566,373	-	(566,373)	223,456	223,456
Dental Insurance Trust Fund	45,206	-	45,206	28,365	-	(28,365)	16,841	16,841
Total NCHC Self-Funded Insurance Trusts	835,034	-	835,034	594,738	-	(594,738)	240,297	240,297

North Central Health Care
Fund Balance Review
For the Period Ending January 31, 2023

	<u>Marathon</u>	<u>Langlade</u>	<u>Lincoln</u>	<u>Total</u>
YTD Appropriation (Tax Levy) Revenue	398,434	19,182	86,738	504,354
Total Revenue at Period End	4,964,034	416,184	1,613,094	6,993,312
County Percent of Total Net Position	71.0%	6.0%	23.1%	
Total Operating Expenses, Year-to-Date *	4,734,324	420,348	1,516,102	6,670,773
<i>* Excluding Depreciation Expenses to be allocated at the end of the year</i>				
Share of Operating Cash	6,114,269	512,619	1,986,870	8,613,758
Days Cash on Hand	39	37	40	39
Minimum Target - 20%	11,362,377	1,008,835	3,638,644	16,009,856
Over/(Under) Target	(5,248,107)	(496,216)	(1,651,774)	(7,396,098)
Share of Investments	1,064,739	89,267	345,994	1,500,000
Days Invested Cash	7	6	7	7
Days Invested Cash on Hand Target - 90 Days	14,008,409	1,243,769	4,486,000	19,738,179
Current Percentage of Operating Cash	129.1%	122.0%	131.1%	129.1%
Over/(Under) Target	(5,248,107)	(496,216)	(1,651,774)	(7,396,098)
Share of Investments	1,064,739	89,267	345,994	1,500,000
Amount Needed to Fulfill Fund Balance Policy	<u>(4,183,368)</u>	<u>(406,949)</u>	<u>(1,305,781)</u>	<u>(5,896,098)</u>

North Central Health Care
Review of Services in Marathon County
For the Period Ending January 31, 2023

	Revenue			Expense			Net Income/ (Loss)	Variance From Budget
	Actual	Budget	Variance	Actual	Budget	Variance		
Direct Services								
Outpatient Services	397,549	369,987	27,562	387,425	484,536	97,111	10,124	124,674
Community Treatment-Adult	402,687	398,268	4,418	376,271	438,727	62,456	26,415	66,874
Community Treatment-Youth	421,380	391,053	30,327	328,249	373,602	45,353	93,131	75,680
Residential	310,226	302,267	7,959	308,514	298,976	(9,538)	1,712	(1,579)
Hope House Sober Living	1,269	1,698	(429)	7,129	4,500	(2,629)	(5,860)	(3,057)
Riverview Terrace	18,034	-	18,034	31,856	-	(31,856)	(13,823)	(13,823)
Demand Transportation	30,250	37,379	(7,129)	34,094	40,993	6,900	(3,843)	(229)
Jail Meals	71,738	-	71,738	50,289	-	(50,289)	21,449	21,449
Adult Day Services	62,380	88,826	(26,446)	67,002	90,066	23,064	(4,623)	(3,383)
Aquatic Services	90,429	103,946	(13,517)	77,280	93,606	16,326	13,149	2,809
Mount View Care Center	1,622,672	1,990,314	(367,642)	1,529,139	1,682,346	153,207	93,533	(214,436)
	3,428,614	3,683,739	(255,125)	3,197,248	3,507,353	310,104	231,366	54,980
Shared Services								
Adult Behavioral Health Hospital	454,942	321,147	133,795	391,326	407,722	16,396	63,616	150,191
Youth Behavioral Health Hospital	181,023	89,068	91,955	202,399	195,965	(6,434)	(21,376)	85,522
Residency Program	58,946	54,578	4,367	48,134	64,020	15,886	10,811	20,253
Supportive Employment Program	9,448	9,999	(551)	17,279	15,853	(1,426)	(7,831)	(1,977)
Crisis Services	158,205	160,221	(2,015)	164,271	179,535	15,264	(6,065)	13,249
Adult Crisis Stabilization Facility	71,272	108,085	(36,812)	74,108	100,193	26,085	(2,836)	(10,728)
Youth Crisis Stabilization Facility	43,831	71,139	(27,308)	49,537	66,420	16,884	(5,706)	(10,425)
Pharmacy	459,898	490,913	(31,014)	498,654	494,053	(4,601)	(38,756)	(35,616)
Lakeside Recovery MMT	5,557	73,664	(68,107)	11,255	62,997	51,742	(5,697)	(16,365)
Adult Protective Services	48,166	53,484	(5,318)	35,981	51,681	15,700	12,185	10,382
Birth To Three	44,131	-	44,131	44,131	-	(44,131)	-	-
	1,535,420	1,432,298	103,122	1,537,075	1,638,439	101,364	(1,655)	204,486
Excess Revenue/(Expense)	4,964,034	5,116,037	(152,002)	4,734,324	5,145,792	411,468	229,711	259,466

North Central Health Care
Review of Services in Lincoln County
For the Period Ending January 31, 2023

	Revenue			Expense			Net Income/ (Loss)	Variance From Budget
	Actual	Budget	Variance	Actual	Budget	Variance		
Direct Services								
Outpatient Services	91,557	79,811	11,745	60,356	65,679	5,323	31,201	17,068
Community Treatment-Adult	67,001	67,235	(235)	64,741	74,230	9,490	2,260	9,255
Community Treatment-Youth	129,002	138,973	(9,971)	127,836	129,940	2,104	1,166	(7,867)
Pine Crest Nursing Home	1,017,340	1,126,568	(109,228)	955,793	1,032,509	76,716	61,547	(32,511)
	<u>1,304,899</u>	<u>1,412,587</u>	<u>(107,688)</u>	<u>1,208,725</u>	<u>1,302,358</u>	<u>93,633</u>	<u>96,174</u>	<u>(14,055)</u>
Shared Services								
Adult Behavioral Health Hospital	97,085	69,539	27,547	80,569	83,944	3,376	16,516	30,922
Youth Behavioral Health Hospital	37,260	18,328	18,932	41,671	40,347	(1,325)	(4,411)	17,608
Residency Program	12,136	11,237	899	9,910	13,181	3,271	2,226	4,170
Supportive Employment Program	1,945	2,059	(113)	3,558	3,264	(294)	(1,612)	(407)
Crisis Services	30,428	30,843	(415)	33,821	36,964	3,143	(3,393)	2,728
Adult Crisis Stabilization Facility	14,674	22,253	(7,579)	15,258	20,628	5,370	(584)	(2,209)
Youth Crisis Stabilization Facility	9,024	14,647	(5,622)	10,199	13,675	3,476	(1,175)	(2,146)
Pharmacy	94,687	101,072	(6,385)	102,666	101,719	(947)	(7,979)	(7,333)
Lakeside Recovery MMT	1,144	15,166	(14,022)	2,317	12,970	10,653	(1,173)	(3,369)
Adult Protective Services	9,811	10,906	(1,095)	7,408	10,640	3,232	2,403	2,137
	<u>308,195</u>	<u>296,050</u>	<u>12,145</u>	<u>307,377</u>	<u>337,332</u>	<u>29,955</u>	<u>818</u>	<u>42,101</u>
Excess Revenue/(Expense)	1,613,094	1,708,637	(95,543)	1,516,102	1,639,691	123,589	96,992	28,046

North Central Health Care
Review of Services in Langlede County
For the Period Ending January 31, 2023

	Revenue			Expense			Net Income/ (Loss)	Variance From Budget
	Actual	Budget	Variance	Actual	Budget	Variance		
Direct Services								
Outpatient Services	68,893	65,884	3,009	53,975	67,143	13,168	14,918	16,178
Community Treatment-Adult	20,975	27,258	(6,282)	36,351	51,123	14,772	(15,376)	8,490
Community Treatment-Youth	102,662	118,811	(16,149)	92,194	96,994	4,801	10,468	(11,348)
Sober Living	4,064	5,035	(971)	5,181	5,107	(74)	(1,117)	(1,044)
Day Services	24,969	32,417	(7,448)	21,805	23,127	1,322	3,164	(6,126)
	221,564	249,405	(27,841)	209,506	243,495	33,989	12,058	6,148
Shared Services								
Adult Behavioral Health Hospital	56,975	38,080	18,895	55,265	57,581	2,316	1,710	21,211
Youth Behavioral Health Hospital	25,588	12,602	12,986	28,584	27,675	(909)	(2,996)	12,078
Residency Program	8,325	7,708	617	6,798	9,041	2,244	1,527	2,860
Supportive Employment Program	1,334	1,412	(78)	2,440	2,239	(201)	(1,106)	(279)
Crisis Services	13,358	13,643	(285)	23,199	25,355	2,156	(9,841)	1,871
Adult Crisis Stabilization Facility	10,066	15,264	(5,199)	10,466	14,150	3,684	(401)	(1,515)
Youth Crisis Stabilization Facility	6,190	10,047	(3,857)	6,996	9,380	2,384	(806)	(1,472)
Pharmacy	64,949	69,330	(4,380)	70,423	69,773	(650)	(5,473)	(5,030)
Lakeside Recovery MMT	785	10,403	(9,618)	1,589	8,897	7,307	(805)	(2,311)
Adult Protective Services	7,049	7,800	(751)	5,081	7,299	2,217	1,968	1,466
	194,620	186,289	8,331	210,842	231,390	20,548	(16,222)	28,879
Excess Revenue/(Expense)	416,184	435,693	(19,510)	420,348	474,885	54,537	(4,164)	35,027

Executive Director Work Plan

2023 Work Plan

Goal: Improve Communication and Culture

Executive Director –

Gary D. Olsen

Focus	Time	Activity	Progress/Notes
Deliverables			
Financial	First and Second Qrt	Work with Community Treatment to redo CCS contracts/Revenue	This process has begun. We have met with La Crosse County, met with providers, have a meeting scheduled with providers in Feb.
Financial	First and Second Qrt	Work w/Vicki to maximize revenue for her programs	
Financial	First Qrt	Redo Financial Statements	Worked with Bobby to show him how I want this done. He has the health and dental insurance funds set up.
Financial	First Qrt	Redo Compensation Plan	Nic & Jennifer have been assisting with this as members of the Compensation Committee. Meetings with managers have taken place, the plan is close to being ready for Exec. Comm approval.



Human Resources	First and Second Qrt	Create a Performance Evaluation Process and Implement Pay for Performance		
STRATEGIES				
Financial	First and Second Qrt	State Funding for Nursing Homes		
Partners	Ongoing	Improve Connectivity/communication with County Boards by meeting with them twice a year		
Organizational	Ongoing	Rounding to each program		I have started by visiting the residential facilities
Organizational	Ongoing	Quarterly Employee Meetings		We will start these in March
Organizational	Ongoing	Attend first day of employee orientation		This will start on January 30 th
Organizational	Ongoing	Management Team Meetings (all managers)		Held first one on January 26 th
Organizational	Ongoing	Meet with each Director's Team		
Organizational	Ongoing	Senior Leadership Team meetings every other week		These are scheduled
Organizational	Ongoing	Meet with each Senior Leader individually every other week		These are scheduled
Partners	Quarterly	Touch base with Counties DSS/Finance Directors		



Organizational	First and Second Qrt	Create Dashboards from selected relevant performance indicators		
Organizational	Ongoing	Program Evaluations		
Partners	Ongoing	Attend Human Services Leadership Team assist Vicki as needed to get this started, assist in implementing phase 1		
Organizational	Ongoing	Get the organization more involved in WCHSA		Vicki was able to get NCHC to be a member.
Organizational	Ongoing	Meet with members of the Legislature		I have a meeting with Representative Schneider scheduled
IMS	Ongoing	Restructure Department		This has started with new job descriptions for the department.



Behavioral Health Services

2023 Work Plan – First 6 months of the year
Goal: Operationalize the Desired Future State

Managing Director of Community Programs – Vicki Tylka

Focus	Time	Activity	Progress/Notes
Deliverables			
Partnerships	First quarter	Initiate meetings of the Human Services Leadership Team	Define core services, prioritization of services, strengths and gaps, communication plans, measures of success
Partnerships	Second quarter	Support formal communication structure with Marathon County law enforcement Establish connections with Lincoln and Langlade Counties' law enforcement jurisdictions	Create team to plan the event during the first quarter
Partnerships	First quarter	Connect with Marathon County Criminal Justice Coordinating Committee (CJCC)	Gather input to inform priorities
County Boards and committees	First and second quarters	Establish relationships with the three counties' applicable committees and boards	
Executive Committee	Second quarter	Prioritization of program initiatives to support achieving the Desired	Set the course, establish schedule for periodic updates to the committee



		Future State for remainder of 2023 and 2024.		
STRATEGIES				
Internal	First and second quarters	Learn BHS programs, introduction to staff – engagement, input, emphasis on Desired Future State		
Internal	Ongoing	Employee engagement and enhancing work culture		
Financial	Ongoing	Learn about program revenues, expenses and opportunities for enhancement of core services		
Continuous improvement	Ongoing	Learn from other counties, state agencies and WCHSA		
Quality Assurance	Ongoing	Corporate Compliance, quality improvement initiatives		



PRIVILEGE AND APPOINTMENT RECOMMENDATION

Appointee Mandy L. Sikorski, APNP Appoint/Reappoint 02-23-2023 to 12-31-2024
Time Period

Requested Privileges ☐ Medical ☒ Mid-Level Practitioner
 ☐ Psychiatry ☐ Medical Director

Medical Staff Category ☐ Courtesy ☒ Active
 ☒ Provisional ☐ Consulting

Staff Type ☒ Employee
 ☐ Locum Locum Agency: _____
 ☐ Contract Contract Name: _____

PRIVILEGE RECOMMENDATION

The Credentials file of this staff member contains data and information demonstrating current competence in the clinical privileges requested. After review of this information, I recommend that the clinical privileges be granted as indicated with any exceptions or conditions documented.

Comments: _____

(Med Staff President or Designee Signature)

(Signature Date)

MEC ACTION

MEC recommends that:

- ☒ He/she be appointed/reappointed to the Medical Staff as requested
☐ Action be deferred on the application
☐ The application be denied

Digitally signed by Gregory M Varhely, MD
DN: cn=Gregory M Varhely, MD, o=NCHC, ou=Psychiatry, email=gvarhely@nrcen.org, c=US
Date: 2023.02.07 13:30:10 -06'00'

02/07/2023

(MEC Committee or Designee Signature)

(Signature Date)

GOVERNING BOARD ACTION

Reviewed by Governing Board: _____
(Date)

Response: ☐ Concur
 ☐ Recommend further reconsideration

(Governing Board Signature)

(Signature Date)

(Executive Director Signature)

(Signature Date)



North Central Health Care

Person centered. Outcome focused.

PRIVILEGE AND APPOINTMENT RECOMMENDATION

Appointee Daniel J. Smith, D.O. Appoint/Reappoint 02-23-2023 to 08-31-2024
Time Period

Requested Privileges ☐ Medical ☐ Mid-Level Practitioner
☐ Psychiatry ☒ Medical Director

Medical Staff Category ☐ Courtesy ☒ Active
☐ Provisional ☐ Consulting

Staff Type ☐ Employee
☐ Locum Locum Agency: _____
☒ Contract Contract Name: Aspius

PRIVILEGE RECOMMENDATION

The Credentials file of this staff member contains data and information demonstrating current competence in the clinical privileges requested. After review of this information, I recommend that the clinical privileges be granted as indicated with any exceptions or conditions documented.

Comments: _____

(Med Staff President or Designee Signature) (Signature Date)

MEC ACTION

MEC recommends that:

- ☒ He/she be appointed/reappointed to the Medical Staff as requested
☐ Action be deferred on the application
☐ The application be denied

Digitally signed by Gregory M Varhely, MD
DN: cn=Gregory M Varhely, MD, o=NCHC, ou=Psychiatry, email=gvarhely@norcen.org, c=US
Date: 2023.02.07 13:31:22 -06'00'

(MEC Committee or Designee Signature) (Signature Date)


GOVERNING BOARD ACTION

Reviewed by Governing Board: _____
(Date)

Response: ☐ Concur
☐ Recommend further reconsideration

(Governing Board Signature) (Signature Date)

(Executive Director Signature) (Signature Date)

Policy Title: Employee Compensation and Timekeeping Policy	 North Central Health Care <small>Person centered. Outcome focused.</small>
Policy #: 205-1100	Program: Human Resources 205 Human Resources 205
Date Issued: 01/01/2023	Policy Contact: Manager of HR

Related Forms

Fair Labor Standards Act; Wis. Stats. 272.12 Interpretation of Hours Worked

1. Purpose

This policy is applicable to all employees of NCHC and contracted staff. The standards of this policy are to be complied with by staff while they are employed in any NCHC facility during regularly scheduled work times unless another agreement such as a contract supersedes this policy.

North Central Health Care's Employee Compensation Policy ensures that pay is established and administered according to competitive, equitable, effective and compliant principles.

2. Definitions

Exempt:

An employee, based on duties performed and manner of compensation is exempt from the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions. Exempt employees are paid on a salary basis and must work full-time (minimum of 0.75 FTE).

Non-Exempt:

All other employees who are subject to FLSA minimum wage and overtime provisions or work part-time are paid on an hourly basis.

Full-Time Equivalent:

~~A full 1.0 FTE is equal to 2,080 hours worked in a year.~~

Regular Full-time:

An employee who works a regular schedule and is expected to normally work at least thirty hours (0.75 FTE) up to forty hours (1.0 FTE) per work week.

Policy Title: Employee Compensation [and](#) Timekeeping Policy

Author(s): [Nic Lotzer & Jarret Nickel](#) **Next Review Date:** 10/01/2023

Owner: [Director of HR](#)

Approver: [Executive Committee](#)

Regular Part-time:

An employee who works a regular schedule and is expected to normally work at least twenty hours (0.50 FTE) but not more than thirty hours (0.75 FTE) per work week.

Limited Part-time:

An employee who works a regular schedule and is expected to normally work up to twenty hours per week (Less than 0.50 FTE).

Occasional:

An employee who works irregular hours on an as-needed basis not to exceed 1,000 hours worked in any 12-month period with a minimum of one shift in a 60 day period.

Student & Seasonal:

An employee who is either a student that will be limited to work hours during their off-school periods and/or weekends or individuals who only work specific periods in the course of a year.

Professional Staff:

Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience, licensure and other training which provides comparable knowledge.

Paraprofessional Staff:

Occupations in which workers perform some of the duties of a professional in a supportive role, which usually require less formal training and/or experience normally required for professional status.

3. Policy

General Procedure

Employee compensation is objectively administered and non-discriminatory in theory, application, and practice.

Time Keeping

Accurately recording hours worked is the responsibility of every employee. Hours worked is all time spent performing assigned duties and does not include paid leave. All non-exempt employees must accurately record time worked for payroll purposes and are required to record their own time within the timekeeping system at the beginning and end of each work period, and the start and end of any unpaid break. No work shall be performed by employees prior to their clocking in at the start of their work day, during lunch, other unpaid breaks, or after clocking out at the end of the day. NCHC does not have the authority to ask, encourage, or insinuate

Policy Title: Employee Compensation [and](#) Timekeeping Policy
Author(s): [Nic Lotzer & Jarret Nickel](#) **Next Review Date:** 10/01/2023
Owner: [Director of HR](#) **Approver:** [Executive Committee](#)

Commented [NL1]: Can this be adjusted up to 90? Do most occasional staff meet this requirement currently?

Commented [JN2R1]: Recommend to keep at 60

Commented [NL3]: Can we specify minimum work requirements here similar to Occasional staff? Maybe mention that they must generate a paycheck at least once every 180 days?

Commented [JN4R3]: Yes feel free to add 180 days

that an employee perform work off the clock. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Payroll

Employees of NCHC are paid on a bi-weekly basis by direct deposit on alternating Fridays. In the event that a regularly scheduled payday falls on a bank holiday, employees will be paid the day prior to the bank holiday. Each workweek begins on Sunday at 12:00 am (midnight) and ends the following Saturday at 11:59 pm. Each paycheck will include earnings for all hours through the end of the previous payroll period.

Payroll Deductions

North Central Health Care reserves the right to make deductions and/or withhold compensation from an employee's paycheck as long as such action complies with applicable state and federal law. In addition, it may be possible for you to authorize NCHC to make additional deductions from your paycheck for extra income taxes, contributions to retirement savings programs or insurance benefits (if eligible). These deductions will be itemized on your payroll statement. The amount of the deductions may depend on your earnings and the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to Human Resources immediately to ensure proper credit for tax purposes. The W-2 form you receive each year indicates precisely how much of your earnings were deducted for these purposes. Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever NCHC is ordered to make such deductions.

Every effort is made to avoid errors in an employee's paycheck. If you believe an error has been made or you have a question about your pay, notify your supervisor immediately. North Central Health Care will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

Breaks

Employees scheduled to work more than four hours may take reasonable time to rest, however, breaks are not guaranteed. Breaks must be approved by an employee's immediate supervisor. Non-exempt employees who leave NCHC property must punch out for a minimum of 30 minutes. Breaks, including lunch periods, exceeding thirty (30) minutes are unpaid unless specifically authorized by management.

Lunch breaks, which are unpaid, are thirty (30) minutes after six (6) hours worked and an additional thirty (30) minutes after twelve (12) hours worked. Prior approval must be given by an employee's supervisor to exceed a thirty (30) minute unpaid lunch period or to work through lunch. Employees under age 18 may not work more than six (6) hours without a duty free thirty (30) minute break.

Base Pay

Policy Title: Employee Compensation [and](#) Timekeeping Policy
Author(s): [Nic Lotzer & Jarret Nickel](#) **Next Review Date:** 10/01/2023
Owner: [Director of HR](#) **Approver:** [Executive Committee](#)

Base compensation is an employee's hourly rate without any differential, overtime, or additional pay factored in. Base compensation is designed to provide competitive and fair compensation to employees for fulfilling the full scope of responsibilities and accountabilities as outlined in the job description. Base compensation salary ranges and market rates for each position are established by researching industry and local salary survey data. Base compensation levels within the established range for the position are determined on the basis of an employee's ability to execute the responsibilities of the position.

Merit Pay

North Central Health Care may award annual pay increases in the form of merit increases. Merit pay is used to reward successful performance and is based on the amount of funding available, the relative position of an individual's current pay to the market rate, and annual performance evaluation factors. Annual merit or cost-of-living (COLA) increases are considered as a part of the budget process each year, communication for any merit adjustments will be shared with employees as appropriate.

Step-Scale Review & Adjustment

North Central Health Care has identified several critical positions as step-scale positions. These positions have an identified scale with step increases based on years of experience in the role or licensing. Review for step-scale increase will occur at least annually. Years of experience will be based on the first day of the pay period in the month noted for annual review. An example of this would be if the review occurred in January and an employee was at 1 year 11 months experience as of the first date of the pay period they would not move to the next step until the following review period.

Overtime

North Central Health Care will comply with the provisions of the Fair Labor Standard Act and provide for systematic review of exemption status for all employees. All exempt positions will have a documented analysis establishing the basis for the exemption designation of the position. Overtime shall be compensated for non-exempt employees at one and one half (1 ½) times the employee's hourly rate of pay. Overtime is defined as any hours worked in excess of 40 hours per week.

Overtime work is to be held to a minimum consistent with the needs of the program. Prior approval by management must be obtained for all overtime hours worked. It is the responsibility of each program to explore all possible alternatives before a decision is made to require employees to work on an overtime basis. Further, it is the responsibility of each program to ensure that the provisions of overtime pay are administered in the best interest of NCHC services. Each program should develop internal controls that provide a means of reviewing and evaluating the use of overtime.

Shift Differential

Employees working in programs with established shifts (i.e., Mount View Care Center, Pine Crest Nursing Home, Residential Services, Inpatient Hospitals, Food Services, Crisis, Crisis Stabilization Programs, and MMT) are eligible and will be paid shift differentials for any time worked in the shift. All other employees are not eligible for shift differential.

Policy Title: Employee Compensation and Timekeeping Policy
Author(s): Nic Lotzer & Jarret Nickel **Next Review Date:** 10/01/2023
Owner: Director of HR **Approver:** Executive Committee

North Central Health Care pays shift differentials to non-exempt staff for hours worked on:

- Evenings (Monday – Sunday, 2 p.m. until 10 p.m.)
- Nights (Monday – Sunday, 10 p.m. until 6 a.m.)

- Paraprofessional non-exempt employees will be paid shift differential of \$1.00 per hour for evening shifts, \$1.00 per hour for night shifts.
- Professional (licensed) non-exempt employees will be paid shift differential of \$1.50 per hour for evening shifts, \$2.50 per hour for night shifts.

On-Call Pay

On-call pay is for an employee who is scheduled and required to remain available to be called back to work on short notice if the need arises. Employees required to be in official on-call status will be paid \$2.50 per hour served on-call. Employees are not eligible to receive payment for both hours worked and on-call pay for the same hours. If an employee reports to work during on-call status, on-call pay ends when the employee reports to work. If an employee must remain on NCHC property or so near that time cannot be used freely, it is not considered on-call time but is to be recorded as work time. Note: If you are called in you will be paid the greater of two hours of work or actual time worked.

Pick Up Pay

North Central Health Care (NCHC) programs with established shifts have an identified need to incentivize staff to pick up shifts in order to provide cares or meet the needs of the patients served.

- 1.) Pick Up Pay amounts which are outlined below can only be received by eligible programs and employees within 3 weeks or 21 calendar days of the shift being worked, any shifts picked up prior to 3 weeks or 21 calendar days will not be eligible for Pick Up Pay.

Amounts of Pick Up Pay:

Hours Picked Up:	Pick Up Pay Received for Hourly <u>or Non- Exempt</u> Employees:
3 to 6.75 Hours	1 Hour at Employee's Base Rate of Pay
7 to 11.75 Hours	2 Hours at Employee's Base Rate of Pay
12 to 16 Hours	3 Hours at Employee's Base Rate of Pay

Commented [NL5]: Any FTE considerations for eligibility?

Commented [JN6R5]: Keep at .5

Policy Title: Employee Compensation and Timekeeping Policy
Author(s): Nic Lotzer & Jarret Nickel **Next Review Date:** 10/01/2023
Owner: Director of HR **Approver:** Executive Committee

Double Pick Up Pay: Extreme Staffing Situations:

Program and/or Managing Directors have the ability to double pick up pay when the program is faced with high vacancy rates causing lost revenue or potential regulatory issues with the level/quality of care being provided with the approval of the Senior Leader, Managing Director of Finance/Administration, and Executive Director. It is understood that the Program and/or Managing Director is responsible for the expenses of the program even when enacting double pick up pay. Double pick up pay should be used for defined periods of time to not exceed one month per approving time, salaried employees are not eligible for double pick up pay at any time.

Exempt or Salaried Employees Pick Up Pay Eligibility:

During high vacancy rates or call off periods it may be expected that a salaried or exempt staff pick up a shift in a multiple shift program and as a result of having to pick up these new duties above and beyond their normal duties NCHC offers the following Pick Up Pay scale. Salaried employees will not be granted any "time back" if pick up pay is received.

Hours Picked Up (Per Pay Period):	Pick Up Pay Received for Salaried Employees:
12 to 15.99 Hours	\$50.00
16 to 23.99 Hours	\$100.00
24+ Hours	\$150.00

Salaried employees are not allowed to average more than 39 hours of pick up pay per pay period in a rolling 52 week period.

Exempt or Salaried Physicians Assistants and Nurse Practitioners who fill vacant shifts on weekends will receive their equivalent hourly pay for the time they are in the hospital. They will then receive the equivalent of one hour of pay for the remainder on call time for that day. When a holiday shift is filled the time will be paid at time and a half.

Ineligibility for Pick Up Pay:

- 1.) Programs without established shifts including but not limited to Human Resources, Learning & Development, Accounting, HIM, Business Operations, IMS, Patient Financial Services, Patient Access, Outpatient, Community Treatment, Transportation and Aquatics.
- 2.) Employees who are below a 0.5 FTE in UKG do not qualify for Pick Up Pay
- 3.) Only shifts beyond an employee's FTE status are eligible for Pick Up Pay within the pay period; scheduled PLT is counted towards FTE status for the pay period in which the PLT is taken.

Policy Title: Employee Compensation and Timekeeping Policy
Author(s): Nic Lotzer & Jarret Nickel **Next Review Date:** 10/01/2023
Owner: Director of HR **Approver:** Executive Committee

- 4.) Employees who are in an “on-call shift” status are not eligible for Pick Up Pay
- 5.) Scheduling up shifts or assigned shifts are not eligible for Pick Up Pay
- 6.) Flex hours or shifts are not eligible for Pick Up Pay
- 7.) Fill in/Swap hours or shifts are not eligible for Pick Up Pay
- 8.) Employees on approved PLT that pick up their own scheduled shift are not eligible for Pick Up Pay

Temporary Appointment Pay

Employees temporarily appointed to positions of a higher classification may be eligible for a pay increase during the temporary appointment period. The supervisor in coordination with Human Resources will review temporary appointment pay rates annually based on approved compensation administration guidelines. Temporary appointment pay should not exceed 90% of the new job pay grade, for those in step positions it may not exceed the 1st step of the new job.

Holiday Pay

Full-time and part-time employees receive the following paid holidays:

New Year's Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	

For holiday pay purposes, employees subject to seven (7) day a week scheduling are paid on the actual holiday. For employees working a Monday – Friday schedule, when any of these holidays fall on a Saturday or Sunday, the preceding Friday or following Monday are considered the holiday for scheduling purposes. Holiday pay is paid based on an employee's status. Full-time employees will be paid eight (8) hours for each holiday; regular part-time employees will be paid six (6) hours).

Holiday Premium

Any non-exempt employee who works during any paid holiday will be paid at the overtime rate for all hours worked on the actual holiday (12:00 a.m. until 11:59 p.m.) in addition to any holiday pay received. Hours worked on a holiday that may be eligible for overtime are not eligible for holiday premium.

An employee, who fails to work a scheduled holiday, including the scheduled day immediately prior to or following the paid holiday, will forfeit any holiday pay and holiday premium, unless that employee is off work due to a Worker's Compensation incident or approved Family Medical Leave.

Policy Title: Employee Compensation and Timekeeping Policy
Author(s): Nic Lotzer & Jarret Nickel **Next Review Date:** 10/01/2023
Owner: Director of HR **Approver:** Executive Committee

Funeral Pay

Funeral pay recognizes that employees need time to make arrangements, handle family matters and attend funerals when a death occurs with an immediate member of their family without suffering short-term financial burdens from loss of income. Therefore, in the event of a death in the immediate family of an employee, full-time and regular part-time employees (0.5 FTE and greater) will upon request to their supervisor, be granted up to three (3) days of paid funeral leave not to exceed 24 hours of paid time. Exceptions for additional days in extraordinary situations may be approved at the sole discretion of the ~~Chief Operating Officer~~Executive Director. Funeral leave must be used within a reasonable time of the death with employees solely being eligible to be paid for those days that are scheduled workdays.

Immediate family includes an employee's spouse, child, father, mother, brother, sister, grandparent, grandchild, or counterpart step relatives, in-laws or any person who had resided with the employee immediately preceding the person's death.

If an employee wants to attend a funeral of a person not meeting the requirements of funeral pay, they may, upon supervisor approval, request PLT or make arrangements to trade shifts.

Jury Duty

Employees must inform their direct supervisor or a designated representative when they are notified for jury duty. Upon receipt of appropriate documentation, employees who serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal shall be paid their regular earnings for hours served during regular scheduled hours. However, employees will be required to submit payments received for jury duty including mileage reimbursement to NCHC to offset this benefit within 5 days of completing jury duty. When released from jury or witness duties employees shall immediately return to their job and complete the scheduled work day. Employees shall not be entitled to overtime or shift differential under this provision.

4. References

Fair Labor Standards Act; Wis. Stats. 272.12 Interpretation of Hours Worked

Related Policies, Procedures and Documents


- *Compensation Administration Manual*

Policy Title: Employee Compensation and Timekeeping Policy

Author(s): Nic Lotzer & Jarret Nickel **Next Review Date:** 10/01/2023

Owner: Director of HR

Approver: Executive Committee

Policy Title: Employee_Grievance Policy	 North Central Health Care <small>Person centered. Outcome focused.</small>
Policy #: 205-1109	Program: Human Resources 205
Date Revised: <u>02/03/2023</u>	Policy Contact: <u>Director of Human Resources</u>

Related Forms

[Employee Grievance Form](#)

1. Purpose

To provide a mechanism where employees can file a grievance related to issues or concerns of employee discipline, termination, harassment, discrimination or workplace safety.

This policy is applicable to all direct care providers and staff working at NCHC, including students, interns and contracted staff. The standards of this policy are to be complied with by staff while they are employed in any NCHC facility during regularly scheduled work times.

2. Definitions

Grievance: A formal complaint outlining any dispute or misunderstanding regarding the actions of NCHC officials which relate to employee discipline, termination, harassment, discrimination or workplace safety.

Employee Discipline: May result when an employee's actions do not conform with generally accepted standards of good behavior, an employee violates a policy or rule, an employee's performance is not acceptable, or the employee's conduct is detrimental to the interests of NCHC. Disciplinary action may call for any of the following steps:

- Documented warning (verbal or written)
- Suspension (with or without pay)
- Termination of employment

There may be circumstances when one or more steps are bypassed. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. North Central Health Care reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the circumstances.

Termination of Employment:

Voluntary Termination

Resignation: Employee quits their job by providing either verbal or written notice of resignation.

Job abandonment: When an employee stops showing up for work and does not notify the employer of his or her intention to quit.

Involuntary Termination

For Cause:

Policy and/or conduct violations: Violations of company policy or personal behaviors that constitute gross misconduct.

Unsatisfactory performance: When clear performance standards are conveyed yet substandard job performance is not corrected. Certain egregious performance errors may also warrant immediate dismissal.

Without Cause:

Medical reasons: When an employee is unable to return to work after an extended medical absence.

Layoff or Reduction in Force: A reduction of employee headcount due to economic or restructuring reasons.

Not a Good Fit: The employer decides that an employee is simply not a good fit for the job and terminates employment at-will.

Workplace Safety: Conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to the same.

3. Policy

North Central Health Care will provide a detailed procedure for employees to file a grievance related to any concerns with discipline, termination, and/or workplace safety that is in compliance with Wisconsin State statutes and allows grievances to be appealed [at multiple levels](#).

4. General Procedure: [Employee Grievance Procedure](#)

5. References

5.1. **CMS:** None

5.2. **Joint Commission:** None

5.3. **Other:** Section 66.0509(1m), Wis. Stats

Related Policies, Procedures and Documents

None

Policy Title: Employee Grievance Policy

Author(s): [Human Resources](#)

Owner: [Director of Human Resources](#)

Next Review Date: 12/01/2023

Approver: [Executive Director](#)

Proposed Debt Payment Schedule

	<u>Current Debt</u> <u>Payment</u> <u>Amounts</u>	<u>Proposed Debt</u> <u>Payment</u> <u>Amounts</u>	<u>Difference</u>
2020	31,756		Paid by NCHC
2021	539,381		Paid by NCHC
2022	1,769,951		(1,769,951.10)
2023	3,349,571		(3,349,571.21)
2024	4,118,435	2,000,000	(2,118,434.93)
2025	4,122,297	2,500,000	(1,622,296.68)
2026	4,123,791	3,000,000	(1,123,790.98)
2027	4,126,846	3,500,000	(626,845.85)
2028	4,131,777	4,131,777	-
2029	4,129,485	4,129,485	-
2030	4,109,533	4,109,533	-
2031	4,104,200	4,104,200	-
2032	4,108,450	4,108,450	-
2033	4,105,550	4,105,550	-
2034	4,105,500	4,105,500	-
2035	4,103,200	4,103,200	-
2036	4,103,600	4,103,600	-
2037	4,101,600	4,101,600	-
2038	4,102,150	4,102,150	-
2039	4,100,200	4,100,200	-
2040	4,100,600	4,100,600	-
2041	4,075,500	4,075,500	-
2042	4,039,200	4,039,200	-
2043		4,039,200	4,039,200.00
2044		4,039,200	4,039,200.00
2045		3,797,571	3,797,571.00
	<hr/> 83,702,573	<hr/> 84,396,516	
Extra Interest Paid by NCHC		693,943	

GROUND/FACILITY LEASE AND USE AGREEMENT

This Ground/Facility Lease and Use Agreement, hereinafter referenced as the "Lease," is effective the ____ day of _____, 20__ by and between Marathon County, a political subdivision of the State of Wisconsin and doing business as a quasi-municipal corporation pursuant to §59.01, Wis. Stats. ("County") and the North Central Community Services Program ("NCCSP"), a multi-county department of community programs carrying out its responsibilities as a board constituted by the Amended and Restated Intergovernmental Agreement Establishing a Multicounty Department of Community Programs Between Langlade, Lincoln, and Marathon Counties ("Tri-County Agreement") pursuant to §§ 51.42 and 66.0301 Wis. Stats. The parties agree as follows:

1. Prior Agreements Terminated. This agreement supersedes all prior agreements between the parties on use of County's property by NCCSP, except that it shall not be construed as affecting the Tri-County Agreement establishing the North Central Community Services Program. To the extent that any terms contained in this Lease are found to conflict with the Tri-County Agreement, the Tri-County Agreement shall control.
2. Property Included.
 - A. Leased Premises. The County leases to NCCSP the property, including all buildings and improvements, together with all systems, fixtures, equipment, components, and infrastructure related to the operation of the building structures located on the premises, as depicted in Exhibit A, attached hereto, hereinafter referenced as the "North Central Health Care (NCHC) Campus" or "Premises."
 - B. Allocation of Space. The Lease consists of program space assigned exclusively to NCCSP together with non-exclusive and shared space also identified in Exhibit A. Any request to utilize space outside of program space shall be subject to approval of the County.
 - C. Personal Property. The Lease also consists of all the furniture and equipment located on the NCHC Campus that is titled to or otherwise owned by the County. NCCSP is also entitled under this Lease to own, purchase, rent or otherwise use other personal property that does not belong to County, including but not limited to, furniture, movable property, and medical and other equipment.
 - D. Allocation of Personal Property. All personal property shall be allocated to the parties for insurance purposes and set forth in a separate personal property inventory document, which may be updated by mutual agreement of the parties from time to time without necessitating amendment of this document.
 - E. Additions and Subtractions in General. The parties may, by mutual agreement, add to or subtract from the real and/or personal property subject to this Lease.
 - F. The Premises does not include parking or other grounds.
3. Property Not Included. Except as specifically set forth herein, this Lease does not include, and its terms and conditions do not apply to, any other real or personal property not located

on the NCHC Campus regardless of ownership or use by NCCSP in the provision of programs, pursuant to the Joint County Agreement.

4. Term. The term of this Lease shall match the term of the Tri-County Agreement. Accordingly, consistent with the terms of the Tri-County Agreement, this Lease shall terminate as of the effective date of County's withdrawal from the Tri-County Agreement, regardless of any continued sponsorship. The Parties may, from time to time, review and revise this Lease and its terms upon mutual written consent of both parties.
5. Use of Property. NCCSP shall, for the term of this Lease, have exclusive use of program space assigned pursuant to this Lease and nonexclusive use of all other portions of the Leased Premises, subject to the terms and conditions of this Lease and the Tri-County Agreement, for purposes related to NCCSP's statutory responsibilities and authority as a multi-county board of community programs, established under §51.42, Wis. Stats., or other related responsibilities given to it by its establishing counties. Except as set forth in this Lease, NCCSP shall determine how Marathon County's personal property leased to NCCSP is utilized and is permitted to allocate the use of said property between programs. NCCSP agrees to comply with all applicable laws, ordinances, and regulations in connection with its use of the NCHC Campus. NCCSP shall not make any improvements or alterations to the structure or do any remodeling in the buildings on the Premises, without the prior approval of the County, which shall not be unreasonably withheld.
6. Licenses and Certifications. NCCSP shall apply for and obtain and maintain all licenses and certifications required of NCCSP in connection with its Lease and management of the Premises and associated facilities on behalf of the County. County shall apply for, obtain, and maintain all approvals and certifications required for Life Safety and the Physical Environment of surveyed program space.
7. Utility Service. NCCSP is responsible for all utility services costs and charges including water, gas, sewer electricity, and garbage removal for the NCHC Campus. County is responsible for the coordination of all utility infrastructure installation, maintenance, and replacement. NCCSP shall contract with City-County Information Technology Commission for installation, maintenance, and replacement of necessary digital infrastructure
8. Rent. NCCSP shall pay, as annual rent for the Premises during the term of this Lease, the following:
 - A. Base Rent. As Base Rent during the entire term of this Lease, NCCSP will pay to the County the amount of \$1.00 per year, on the Effective Date and on January 1 of each year thereafter. Said rent shall be prepaid for the initial term upon signing.
 - B. Adjusted Base Rent. As Adjusted Base Rent NCCSP will pay the County the annual amounts listed in Exhibit B, Payment Schedule, on the dates specified in Exhibit B. Such rent is intended solely as cost recovery to service debt incurred by the County for the purposes of construction and renovation of the NCHC Campus. Rent does not include payments toward depreciation of the structure or other recapitalization methods with respect to personal property.
 - C. The Parties understand that the terms of this Lease, including, but not limited to, the obligation to pay rent, are separate and distinct from any obligation of the County to fund operations of NCCSP or any obligation of NCCSP to reimburse the

County, pursuant to the Tri County Agreement. Neither the County nor NCCSP may counterclaim, set-off or deduct the Base Rent or any Adjusted Base rent under this Lease against any other obligation they may have to each other or a third party.

9. Maintenance/Improvements.

- A. The County and NCCSP shall share responsibility for maintenance and improvement of real and personal property described herein. Relative rights and obligations are further defined in the Facilities and Capital Management Services Plan listed in Exhibit C
- B. Any construction, repair, remodeling, or improvements to the Premises or any structures, fixtures, or infrastructure located on the NCHC Campus shall be managed through the County's Department of Facilities and Capital Management and shall be subject to the procedure for capital purchases and public works projects that has been established by the County, in accordance with state law, County ordinance and as further described in Exhibit C.
- C. The repair or replacement, sale, purchase, lease, or other use of personal property shall be managed in accordance with the policy and procedures described in Exhibit C.

10. At What Cost:

- A. NCCSP will not be charged labor for basic maintenance and repair of real or personal property owned by Marathon County to include Program Specific Equipment purchased by NCCSP. The parties shall work to deliver to NCCSP the necessary information required for necessary financial reporting relative to costs and delivered services.
- B. NCCSP will be charged for:
 - a. Work which is beyond basic maintenance and repair for program specific equipment not included in the agreed upon list in Exhibit C.
 - b. Repair/replacement parts, supplies, or services/contracted services (i.e. generator load bank testing, hood cleaning, etc..) for program specific equipment.
- C. Rates.
 - a. Rates for services performed by County employees to establish billed costs for additional work shall be based on annually established rates of the County and may be charged as overtime if the work cannot be performed between 7:00am and 3:30pm, or scheduled work hours, Monday through Friday.
 - b. Any parts or outside services and their estimated costs shall be approved by the appropriate NCCSP Representative prior to purchase. NCCSP will be

responsible for ordering, with assistance from the Department, any parts necessary for basic maintenance or repair to program specific equipment. In the event equipment replacement is necessary, NCCSP shall pay for replacement, subject to the terms and conditions of the Capital Management provisions of this Agreement and/or Exhibit C.

D. Costs of Training.

- a. NCCSP shall not be charged for cost of routine, regulatory, safety, and skills training provided to on-site employees by County.
- b. Specialized training required by law for NCCSP operations that incurs external charges due to use of assets outside of County will be billed at cost. Specialized training requirements will be mutually agreed upon by the County and NCCSP. Specialized training and associated costs will be approved in advance by NCCSP's Representative.

11. Capital Management: Building Improvements/Equipment Purchase or Replacement.

- a. NCCSP shall not engage in or make any contract for any construction, repair, remodeling or improvement to the structure or any of the buildings (i.e. public works projects) on the NCHC Campus without the prior written consent of the County.
- b. Any construction, repair, remodeling, or improvements to the structure or any of the buildings on the NCHC Campus, including fixtures and infrastructure, or the repair or replacement, sale, purchase, lease, or other use of personal property by the County shall be managed through the County's Facilities and Capital Management Department and shall be governed by the procedures for procurement and capital improvement established by the County. NCCSP will support and cooperate with County staff or contractors providing the work. The Facilities and Capital Management Department will communicate with NCCSP prior to any work beginning as well as throughout the work timeframe as deemed appropriate.
- c. The repair, replacement, sale, purchase, lease, or other use of Program Specific Equipment, except for fixtures and infrastructure, described herein and within Exhibit C, that are related to the operation of specific programs by NCCSP, shall be managed by NCCSP and shall be governed by NCCSP's procurement policy. The County will support and cooperate with NCCSP staff or contractors providing the work.
- d. The sale of any Program Specific Equipment that is owned by the County shall only occur with the express written consent of the County and pursuant to County's procurement code and related policies.

- e. In the event funding for any project or activity described above is provided jointly by both the County and NCCSP, the project or activity shall be managed through the Facilities and Capital Management Department and shall be governed by the procedures for procurement and capital improvement established by the County. The County, with NCCSP's assistance, shall ensure compliance with all applicable regulatory codes as it relates to the project or activity. The Facilities and Capital Management Department will communicate with NCCSP prior to any work beginning as well as throughout the work timeframe as deemed appropriate.
- 12. Contracts, Leases and Agreements. NCCSP shall enter into all contracts, leases and/or use agreements and other agreements required in the ordinary course of business for operations not expressly defined in this Lease. During the term of the Lease, NCCSP shall not engage in any activity or action that would appropriate bond financed property for private business use for tax exempt purposes as provided in IRC 141 / IRS Publication 4079 without prior written consent of County.
- 13. Ownership of Property. It is anticipated that the County and NCCSP will cooperate in the funding and performance of work under this Agreement and/or Exhibit C. Regardless of the source of funding or labor for any of the projects or activities described above, title and ownership of the real or personal property involved shall not transfer unless there is a specific written change to allocation set forth in this Agreement or Exhibit C.
- 14. Right of Entry. The County and its authorized representatives shall have the right, upon giving reasonable notice and at reasonable times, or without notice in emergency circumstances, to enter the Premises or any part thereof and inspect the same for the purpose of providing maintenance as described in the Facilities Management Services Plan listed in Exhibit C as well as determining NCCSP's compliance with the terms of this Lease. In the event of any emergency, County may enter the Premises without notice to NCCSP as reasonably required to mitigate the effects of such emergency.
- 15. Rules and Regulations Imposed by County, Including Closure.
 - A. NCCSP agrees to abide by all written rules relating to the Premises imposed by the County from time to time for the cleanliness, good appearance, proper maintenance, good order, and reasonable use of the premises, and as may be necessary for the proper enjoyment of the NCHC Campus by all tenants and their clients, customers, and employees.
 - B. Whenever it is determined that any space at NCHC Campus is deemed unsafe for use or occupancy by the Marathon County Administrator, he or she has the authority to close said space until such time as the condition has been sufficiently mitigated or resolved.
- 16. Signs. NCCSP shall be responsible for the cost and installation of signage that is not part of the County's signage. NCCSP shall not install any signs in or about the NCHC Campus

without the prior written consent of the County and in accordance with the County naming policy. The County and NCCSP agree to work cooperatively regarding creation of any additional, or modification of existing, signage.

17. Keys. NCCSP shall be responsible for the authorization and management of access control technology and keys for Leased Premises. County shall be in possession and control of a Grand Master Key for the Leased Premises and shall be given appropriate badge access to the Leased Premises. County shall provide NCCSP Administration one key type to access all doors within Leased Premises for use in case of an immediate threat to life or property.
18. Subletting. NCCSP may not sublet the premises.
19. Accounting. Through use of Premises, NCCSP provides services to multiple programs administered by NCCSP. NCCSP shall account for all income and expenses in accordance with generally accepted accounting principles and government auditing standards. NCCSP shall allocate items of income and expense accordingly including costs and/or in-kind contributions defined in this Lease. On or before July 31st of each year, NCCSP shall provide the County an annual report including Financial Statements of all income received and expenditures incurred in connection with the operation of the Facility.
20. Damage by Fire or Other Casualty. If during the term of this Lease, property is destroyed or otherwise damaged by fire, the elements, or any other cause, the County shall have the option to replace, rebuild, reconstruct or repair (collectively, "restore") the property to, as closely as reasonably possible, the original condition. The County's option to restore shall be elected by giving written notice to NCCSP within thirty days of notice by NCCSP of the damage or destruction. If the County elects to exercise its option, the replacement, rebuilding, reconstruction, or repairing shall commence immediately after proper adjustment is made by the insurance carrier(s) and in any event, within ninety (90) days after the damage, or as otherwise agreed by the parties, and shall be completed as expeditiously as practicable. If the County elects not to restore after damage, this Lease shall be deemed to have terminated as to the property lost. If NCCSP determines that the loss materially affects operations, then the entire agreement may be subject to termination at NCCSP's election, after consultation with the County.
21. Insurance Coverage. On all policies purchased or maintained by NCCSP and by the County in accordance with this section, each party shall add the other party as an additional insured to the extent permitted by their respective insurers and shall provide certificates of insurance showing the coverage called for upon request.
 - A. Property and Casualty. The County shall maintain property and casualty insurance as the County may determine to be necessary for covering the NCHC Campus in an amount equal to the reasonable replacement value. The County will maintain coverage for the buildings, fixtures, improvements located on the NCHC Campus and all personal property which is allocated to the County in the personal property inventory document. NCCSP shall maintain property and casualty insurance for all personal property which is allocated to NCCSP in the personal property inventory document.

- B. Workers Compensation. NCCSP shall maintain Workers Compensation Insurance as required by Wisconsin Statutes, for all NCCSP employees. County shall maintain Workers Compensation Insurance as required by Wisconsin Statutes, for all County employees working on the NCHC Campus. In case any work is subcontracted, the contracting party shall require the subcontract or similarly to provide statutory Workers Compensation for all the subcontractor's employees, unless such employees are covered by the protection afforded by either party's policies.
- C. Insurance. NCCSP shall secure and maintain in force throughout the duration of this Lease, Commercial General Liability, Professional Liability, Automobile Liability, Business Interruption, and Excess Liability Insurance covering its officers, agents, and employees. Said insurance shall cover NCCSP, and any subcontractor, regarding claims for damages for personal injuries, including accidental death, as well as from claims for property damage, which may arise from operations under this Lease. The minimum amount of such insurance shall be as follows:
- I. General Liability: \$3,000,000 per occurrence and \$3,000,000 in aggregate for bodily injury and Property Damage.
 - II. Professional Liability Coverage: \$3,000,000 per occurrence and \$3,000,000 in aggregate.
 - III. Automobile Liability: \$3,000,000 per occurrence and \$3,000,000 in aggregate for bodily injury and property damage.
 - IV. Excess Liability Coverage: \$2,000,000 over the General Liability, Professional Liability and Automobile Liability Coverage.
- D. Builders Risk. During the course of construction of any improvements, additions or alterations to the property, the County shall be responsible for obtaining and keeping in force a policy of builder's risk insurance in an amount sufficient to cover the cost of repair or replacement of the improvement, addition or alteration.

22. Indemnification.

- A. Anything in this Lease to the contrary notwithstanding, and except for claims arising out of acts caused by the negligence by the County or its representatives prior to or following the Effective Date of this Lease, and except as provided in the indemnification clause provided in the Facilities and Capital Management Plan, attached hereto as Exhibit C, NCCSP will, at its own cost and expense, pay, protect, indemnify, and defend County, and hold County harmless, from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against County, subject to such statutory limits or immunities limiting any amount County would be obligated to pay, arising

from or by reason of NCCSP's act or omission relative to its operations and duties under this lease, including, but not limited to:

- I. The management, operation, administration, use, or occupancy of the NCHC Campus by NCCSP;
 - II. Any occurrence within the Leased Premise after the effective date of this Lease;
 - III. Any actual or claimed act of negligence or breach of contract or warranty, express or implied, on the part of NCCSP its agents, employees, contractors, licensees, or invitees after the effective date of this Lease;
 - IV. Any personal injury, death, or property damage occurring in or about the NCHC Campus or growing out of or connected with the management, operation, administration use, non-use, or occupancy of the Lease Premise by NCCSP after the effective date of this Lease;
 - V. Any actual or claimed violation by NCCSP of any covenants, terms, or conditions of this Lease;
 - VI. Any actual or claimed violation by of any law, ordinance, or regulation affecting the Leased Premise or a part thereof or the use or occupancy thereof by NCCSP after the effective date of this Lease;
 - VII. Any pledge of revenues from the operation within the Leased Premise granted by NCCSP as collateral for loans or other indebtedness of any kind after the effective date of this Lease; and/or
 - VIII. Any action by NCCSP that results in a determination by the Internal Revenue Service that the interest on the Bonds is no longer excludable from gross income for purposes of federal income taxation.
- B. If any of the liabilities indemnified against by paragraph (A) of this Section are not insured by the terms of policies of insurance specified in this Lease, NCCSP shall cause each policy to be amended or endorsed to provide for contractual liability and shall provide County satisfactory evidence of each amendment or endorsement.
- C. If any action or proceeding involving a liability indemnified against by paragraph (A) of this Section is brought against County, NCCSP may, at its own cost and expense and upon written notice from County, resist or defend that action or proceeding to the full extent permitted by law. County shall, upon written request of NCCSP, cooperate in the defense of any action or proceeding, and any expense incurred by County as the result of that cooperation shall be paid for by NCCSP.

D. Both the County and NCCSP indicate that they do not waive, and specifically reserve, their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

E. The provisions of this section will survive termination of this Lease.

23. Compliance with Law. NCCSP and County shall comply with all applicable rules, regulations, laws, ordinances, statutes, or orders of any governmental authority, federal, state or municipal, lawfully exercising authority over the property subject to this Lease.

24. State and Federal Taxes. The County and NCCSP are both governmental subunits. Therefore no taxes shall be incurred as a result of the Services provided under this Agreement.

25. No Agency. Each party to this Agreement shall not act as the agent, employee, or servant of the other party.

26. Health Insurance Portability and Accessibility Act (HIPAA) Compliance.

A. NCCSP agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to the extent those regulations apply to the services NCCSP provides or purchases made with funds provided under this Lease. NCCSP shall execute a Business Associate Agreement and Qualified Service Agreement with the County for the purposes of meeting its obligations under Exhibit C.

B. The County agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to the extent those regulations apply to the services NCCSP provides or purchases made with funds provided under this Lease. The County shall execute a Business Associate Agreement and Qualified Service Agreement with the NCCSP for the purposes of meeting its obligations under Exhibit C.

27. Assignment. NCCSP shall not assign this Lease.

28. Notices. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered mail to the following applicable party at the following address:

To NCCSP, by addressing to:

NCCSP Board
Attention: Executive Director
North Central Health Care
2400 Marshall Street, Suite A
Wausau, WI, 54403-6799

To County, by addressing to:

County Administration
Attention: County Administrator
500 Forest St
Wausau, WI 54403

Either party may by notice designate a different address to which notices shall be sent. Notices given in this manner shall be deemed received when mailed.

29. Records. NCCSP and County will provide records as required by state and federal laws, rules, and regulations, and will allow inspection, to the extent permitted by law, by representatives of the County or governmental agencies to the extent necessary to confirm NCCSP's compliance with this Lease. All records will be maintained and will be in the possession of the responsible party. NCCSP will disclose no client-identifying information relating to eligible clients who receive services under this Lease except with the client's informed written consent or that of the client's legal guardian or agent as authorized under a valid Health Care Power of Attorney, and except to the extent permitted by applicable state and federal confidentiality laws.

If either party carries out any of the duties of the Lease through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of seven years after the furnishing of such services, pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

If either party is required to disclose any books, documents, and records relevant to this Lease for the purpose of an audit or investigation, they shall notify the other party of the nature and scope of the request and the party whose records are being sought will cooperate timely and in good faith.

30. Waiver and Modification. This Lease, and its terms may be waived, altered, amended, modified, cancelled, or discharged by the parties upon specific written agreement, or as otherwise specifically provided in this Lease.
31. Automatic Modification. If any law is enacted by the State of Wisconsin or by the United States of America which affects, modifies, or changes the duties and obligations of the parties hereunder, NCCSP shall notify the County of the needed modifications or changes and this Lease shall be modified or terminated in a manner consistent with law and mutually agreeable to the parties.
32. Encumbrance/Mortgage. NCCSP shall not have the right to encumber in any way any part of the NCHC Campus subject to this Lease or any of the improvements, addition or repairs made to the premises by assignment, hypothecation, mortgage, pledge, deed of trust or any other instrument given to or for the benefit of any bank, financing institution or to or for the benefit of any contractor, or other third party. Notwithstanding, NCCSP may enter into agreements to repay County for Capital Improvements or other funds expended by County to finance improvements, additions, or repairs.

33. No Joint Venture or Partnership. Nothing contained in this Lease shall constitute the relationship of principal and agent or of partnership or of joint venture, or of any association between NCCSP and County other than that created by the Joint Tri-County Agreement referenced herein.
34. Dispute Resolution. If a dispute arises regarding facilities and capital management services, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If not resolved after discussions, the disputing party shall notify the other party of the unresolved dispute in writing, pursuant to the notice provision set forth below, and with sufficient particularity to fully identify the dispute. If the dispute has resulted from a breach of this Lease by the party to be notified, such notification should state the alleged breach and the provision of this Lease which is allegedly breached. If the dispute cannot be resolved by the parties, a final decision shall be made by Marathon County Administrator, NCHC Executive Director, and NCCSP Executive Committee Chair. Unless otherwise agreed, the parties shall continue to perform according to the terms and conditions of this Agreement during the pendency of any dispute resolution process.
35. Force Majeure. Neither party shall be responsible for the non-performance of its obligations under this Lease if such non-performance is caused directly or indirectly by acts of nature, acts of civil or military authority, civil disturbance, war, terrorism, fires, strikes, epidemics, isolation or quarantine restrictions, freight embargoes, or unusually severe weather. But, in every case, the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party. The party so affected shall give notice to the other party and shall do everything reasonably possible to resume performance.
36. Captions. Captions are used throughout this Lease for convenience or reference only and shall not be considered in any manner in the construction or interpretation of this Lease.
37. Default/Breach.
- A. Default. The following constitutes an event of default by NCCSP: Default by NCCSP in the due and punctual payment of any Base Rent or Adjusted Base Rent, if the default is not cured within five days after written notice from County of the default.
 - B. Breach.
 - I. Breach by NCCSP.
 - a. Vacation or desertion of all or a substantial portion of the NCHC Campus for a period of 30 days other than by reason of fire, riot, flood, war, pestilence, natural disaster, condemnation, or other act or occurrence beyond the parties' control; or

- b. The attempted assignment of this Lease other than in accordance with the terms of this Lease, if the assignment is not voided within five days after written notice of the defect to NCCSP.
- c. If NCCSP's existence is terminated by law or by the participating counties in the Joint Tri-County Agreement, this Lease shall be terminated as of the effective date of the law or dissolution.
- d. Filing by NCCSP in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of property, or an assignment by for the benefit of creditors;
- e. Filing against NCCSP in any court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee of all or a portion of property, if within 180 days after the filing of the petition is not dismissed; or
- f. The dissolution or liquidation of NCCSP, other than as a result of an approved merger or consolidation under conditions permitting continued full compliance with the covenants of this Lease by a person, firm or entity approved in advance by County.
- g. Failure by NCCSP in the performance of or compliance with any other terms, conditions, and covenants of this Lease, when the failure is not cured within 30 days after written notice thereof from County to NCCSP, except for any failure not capable of being cured within that 30 day period, in which event the time permitted to NCCSP to cure the failure shall be extended for as long as necessary, provided that NCCSP commences promptly and proceeds diligently to cure the failure, and provided further that the period of time shall not be so extended as to jeopardize the interest of the County in this Lease or as to subject County or NCCSP to any civil or criminal liabilities;
- h. No waiver by County of any event of default or other breach by NCCSP of any of its obligations, agreements or covenants hereunder shall be, or be deemed to be, a waiver of any subsequent event of default or other breach, whether of the same or any other obligations, agreement or covenant, nor shall any forbearance, delay or omission by County to seek a remedy or exercise a right for any event of default or other breach by NCCSP be deemed a waiver by County of its rights or remedies with respect to that event of default or other breach, and County may exercise its rights and

remedies hereunder from time to time and as often as County deems expedient.

II. Breach by the County:

- a. Filing by County in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of County's property, or an assignment by County for the benefit of creditors.
- b. Filing against the County in any court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization.
- c. Failure in the performance of or compliance with any other terms, conditions, and covenants of this Lease, when the failure is not cured within 30 days after written notice thereof from NCCSP to County, except for any failure not capable of being cured within that 30 day period, in which event the time permitted to County to cure the failure shall be extended for as long as necessary, provided that County commences promptly and proceeds diligently to cure the failure, and provided further that the period of time shall not be so extended as to jeopardize the interest of NCCSP in this Lease or as to subject County or NCCSP to any civil or criminal liabilities;
- d. No waiver by NCCSP of any event of breach by County of any of its obligations, agreements or covenants hereunder shall be, or be deemed to be, a waiver of any subsequent event of breach, whether of the same or any other obligation, agreement or covenant, nor shall any forbearance, delay or omission by NCCSP to seek a remedy or exercise a right of any breach by County be deemed a waiver by NCCSP of its rights or remedies with respect to that breach, and may exercise its rights and remedies hereunder from time to time and as often as deems expedient.

38. Remedies.

A. If a default by NCCSP occurs:

- I. County may, at its sole option, terminate this Lease and re-enter and take possession of the NCHC Campus upon ten days' advance written notice to NCCSP following an event of default and expiration of any acceptable cure period. County's right to re-enter and take possession of the NCHC Campus includes an obligation on NCCSP's part, upon notice of intention to re-enter, peacefully to surrender the premises to County, and County's right to re-enter and take possession also includes the right of the County, upon the expiration of the ten days' notice period, to repossess the premises by force if necessary, or by summary proceedings or otherwise, and to dispossess NCCSP and remove NCCSP and all other persons and

property from the premises and to have, hold, and enjoy the premises and reserves the right to assume the rights and obligations of NCCSP and receive all rents and income therefrom, to the extent permitted by law.

- II. In the event that NCCSP is permitted to continue occupancy of the Lease premises, any unpaid Adjusted Base Rent described in the payment schedule, attached as Exhibit C, becomes immediately due and owing.
- B. In the event of a breach of this Lease by one party, the non-breaching will be entitled to any or all of the following remedies:
- I. Termination of this Lease. If the County is the non-breaching party, the County shall have the right to reenter and take possession of the Facility in accordance with the terms above.
 - II. In the event of a breach or threatened breach, the parties recognize that any breach by one party will cause immediate and significant injury to the other party and that remedies described above may be insufficient and inadequate. Accordingly, each party agrees that the other party will be entitled not only to recovery of any dollar amounts or other relief as set forth above, but also to injunctive relief and specific performance of this Lease, including but not limited to an immediate order to prevent a breach of Lease and to all other legal or equitable remedies available under applicable law, including attorneys' fees.
- C. The parties further agree that breach, threatened breach or impending default shall constitute grounds for renegotiation of this Lease. However, neither party is in any way obligated by this paragraph to enter into a renegotiated Lease.
- D. No right or remedy in this Lease conferred upon NCCSP or reserved to the County is intended to be exclusive of any other right or remedy, and each and every right and remedy of County will be cumulative in addition to any other right or remedy given to County now or at any time existing at law or equity.
39. Severability. If any of the terms of this Lease are declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, or the application of such to persons or circumstances other than those to which it is declared invalid and unenforceable, shall not be affected, and shall remain effective, valid and enforceable to the fullest extent permitted by law.
40. Construction. This Lease shall be construed according to the laws of the State of Wisconsin. This Lease shall be interpreted and construed in a fair and impartial manner without regard to such factors as which party prepared the instrument or the parties' relative bargaining powers.
41. Other Documents. Each of the parties agrees to sign any other documents as may be appropriate to carry out the intentions expressed in this Lease.
42. Entire Agreement. This Lease, and any other instruments or agreements it refers to, constitute the entire agreement between the parties with respect to the subject matter,

and there are no other representations, warranties, or agreements except as provided in this Lease.

43. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original.
44. Immunity. Nothing contained in this Lease or any of its attachments, exhibits, counterparts or subsequent amendments is intended to be a waiver or estoppels of the rights of the County and/or NCCSP and their insurers to assert their rights to all affirmative defenses, limitations of liability and immunities as specifically set forth in Wisconsin Statutes, including sections 893.80, 895.52 and 345.05, and related statutes.
45. Parties Bound. Each provision of this Lease shall extend to and shall, as the case might require, bind and inure to the benefit of the County and NCCSP and their respective legal representatives, successors and assigns.

[SIGNATURE ON THE NEXT PAGE]

NORTH CENTRAL COMMUNITY
SERVICES PROGRAM BOARD:

By: _____
Kurt Gibbs, Chair

By: _____
Gary Olsen, Executive Director

MARATHON COUNTY BOARD
OF SUPERVISORS:

By: _____
Kurt Gibbs, Chair

By: _____
Lance Leonhard, Administrator

Facilities and Capital Management Services Plan – Exhibit C

Who will provide the maintenance and repair services:

1. Facilities Management: Maintenance and Repair. The Marathon County Facilities and Capital Management Department (hereinafter “Department”) and NCCSP will share the duties, tasks, responsibilities, and deliverables set forth herein and within the Facility Use Agreement (hereinafter “Agreement”).
2. Assignment of Staff. Such services will be principally provided by an on-site maintenance staff (herein referenced as “On-site Maintenance”). The On-site Maintenance staff will consist of employees of the Department and will be assigned at the discretion of the Department Director or designee. FTE allocation will be sufficient to conform to the Agreement and this Exhibit.
3. Operational & Regulatory Activities. NCCSP will be responsible for keeping current with all regulations and updating forms as needed and will inform the Department of any such changes to forms, frequency, inspection type, or service type. The Department will comply in accordance with such changes, will participate in survey preparation, will provide a representative for survey activity as needed, and participate in survey plan of correction follow up.
4. Emergency On-Call.
 - a. The Department is responsible for an emergency on-call system for NCCSP use so as to facilitate emergency repairs and responses. After-hours coverage shall be provided by the Department at all times. The Department staff shall coordinate with and serve as the point of contact for code officials and local emergency response personnel only as it relates to facility maintenance.
 - b. Only in instances when a representative of the department is unable to be on site and in compliance with the Utility Management Plan, the department will be responsible for remotely walking NCCSP through emergency utility shut down procedures.
 - c. NCCSP shall be responsible for emergency response related to operational/program activities that do not have facilities need.

5. Grounds. The Department shall be responsible for maintenance of all grounds, which is to include snow removal at agreed upon locations by NCCSP and Department annually. Snow removal and deicing will occur any time snow accumulations are equal to or greater than one (1) inch. If snow accumulations are equal to or greater than one (1) inch, the Department will begin at approximately 3:00 a.m. to remove the snow. Accessibility for emergency vehicles will be maintained.

What Level, Type & Scope of Services:

1. Work/Standard of Care/Cooperation.
 - a. With respect to maintenance and repair work performed by the Department, or its contractors or subcontractors, activities will be organized, scheduled and directed by On-Site Maintenance staff. The Department shall have the right to control and determine the methods and means of performing the services provided and shall have discretion to determine whether such methods and means satisfactorily accomplish the intended objective including minimum regulations or as determined by risk level, safety need, or other relevant factors. Department's determination of whether methods and means accomplish the intended objective will be determined in cooperation with NCCSP. The standard of care to be employed by the Department shall reflect prudent property management, reasonable wear and tear excepted. Prior to work being done, any items causing operational disruption shall be mutually agreed upon by NCCSP and Department with communication throughout the disruption period.
 - b. With respect to maintenance and repair work performed by NCCSP, or its contractors or subcontractors, activities will be organized, scheduled and directed by NCCSP staff. NCCSP shall have the right to control and determine the methods and means of performing the services provided and shall have discretion to determine whether such methods and means satisfactorily accomplish the intended objective including minimum regulations or as determined by risk level, safety need, or other relevant factors. NCCSP's determination of whether methods and means accomplish the intended objective will be determined in cooperation with Department. The standard of care to be employed by NCCSP shall reflect prudent property management, reasonable wear and tear excepted. Prior to work being done, any items causing operational disruption shall be mutually agreed upon by NCCSP and Department with communication throughout the disruption period.

2. Real and Personal Property Owned by the County. Includes property described in this document which is related to operation of the building structures.
 - a. Basic Maintenance and Repair. Work performed by the County on all building structures, systems, fixtures, infrastructure, components and personal property owned by the County that is not Program Specific Equipment at the following level of service:
 - i. All building structures, systems and components will be functional and in operating condition, except during periods of time they are shut down due to routine maintenance and circumstances beyond County's control which require closure of facilities.
 - ii. Service calls for maintenance and repair will be responded to in a timely manner by On-site Maintenance staff. All non-emergency service requests shall be entered in the Department's CMMS (Computerized Maintenance Management System).
 - iii. Building structures, systems and components will be regularly upgraded to keep them current with modern standards and usage.
 - iv. Preventive maintenance will be performed on all building structures, systems, and components in accordance with the manufacturer's recommended schedule unless modified by the On-site Maintenance staff.
 - v. All building structures, systems, and components, within the scope of the Facilities and Capital Management Plan shall be maintained at a level in compliance with all applicable Federal, State, and municipal codes.
 - vi. The On-site Maintenance staff will manage all outsourced maintenance and operations contracts and certify that services have been performed in accordance with the applicable contracts. The On-site Maintenance staff will identify vendors and obtain quotes for proposed contracts and maintain such contracts. The County will pay for outsourced services. Outsourced contracts may be utilized for, but not limited to the following services:
 - a) Elevator Service Contract
 - b) Water Treatment
 - c) Under Ground Fuel Tank Inspections
 - d) Duct cleaning
 - e) Annual Fire Suppression Sprinkler Inspection and Service (excluding food service areas)
 - f) Fire Extinguisher Service
 - g) Fire alarm inspection and service
 - h) Boiler inspections
 - i) Annual Backflow Preventer Inspection

- j) Sprinkler- annual, semiannual, and quarterly per regulation
- k) Fire Inspection- annual per regulation
- l) Fire Alarm Testing- annual per regulation
- m) Fire Extinguishers- annual and monthly per regulation
- n) Emergency Exit Light/Battery- 30 minutes monthly/ 90 minutes annual per regulation
- o) Eye Wash (plumbed) – monthly
 - a. Non plumbed eye wash station will be serviced quarterly by the department. Weekly checks to be performed by NCCSP staff.
- p)
- q) Generator Testing- (weekly inspection) monthly,.
 - a. Underground tank permit- expires Annually
- r) Mechanical Refrigeration Permit
- s) Boiler Inspection
- t) Fire Dampers- 6 years

b. Beyond Basic Maintenance and Repair. Work requested by NCCSP with respect to real and personal property owned by the County that is not Program Specific Equipment, and which is beyond the level of service for basic maintenance and repair, described above:

- i. Will be performed by On-Site Maintenance staff or the County's contractor, in the discretion of the Department Director, or designee.
- ii. The Department director may authorize said work to be performed by NCCSP employees, or NCCSP's contractor, if the Department Director, in consultation with a Representative of NCCSP, determines that by doing so said work can be performed in a manner which is more advantageous to all parties.
- iii. Any work performed beyond basic maintenance and repair under this paragraph, including but not limited to labor, parts or other materials shall be at NCCSP's cost.
- iv. Any work performed by contractors under this paragraph shall be approved by both NCCSP and the County prior to the work being performed.

3. Program Specific Equipment. Includes property described in Facilities and Capital Management Services Plan which is related to operation of specific programs by NCCSP:

- a. Operational Duties. Operational duties relative to program specific equipment are the responsibility of NCCSP (*e.g.* lint trap cleaning of dryer, pool filter cleaning or replacement, and pool chemical testing and balancing).
- b. General Maintenance, Repairs, & Replacement
 - i. The following list shall be agreed upon annually by NCCSP and Department for general maintenance, repairs, and replacement of items purchased by NCCSP.
 - ii. NCCSP, at its option, may elect to have work performed by NCCSP employees or NCCSP's contractor if mutually agreed on by County.
 - iii. List of agreed upon items between County and NCCSP that Department will provide program specific maintenance for which Department staff are qualified to perform while other items will be contracted out as needed and agreed upon by NCCSP and the Department.
 - iv. For all the items listed below any new or replacement items will be the responsibility of NCCSP.
 - a) Beds including frames, electrical, and any other components
 - a. Inspected annually per regulation (When inspections begin, NCCSP will work with the Department to be sure beds are not moved until inspections are completed)
 - b) Wheelchairs including both manual and electric as well as components that go with the use or repair of a wheelchair
 - a. Inspected according to manufacture recommendations
 - c) Patient medical equipment including but not limited to:
 - a. Tubs (Showers excluded as they are part of building)
 - b. Medication carts & treatment carts
 - d) Kitchen equipment
 - e) Laundry equipment
 - f) Ice Machines
 - g) Nurse Call System Assistance
 - a. NCHC has a separate maintenance agreement with NMI due to nature of call light system
 - h) Office furniture
 - i) Other items (time clock, non-plumbed eye wash, television mounts, etc.)

- j) Annual Hood- annual per regulation
- k) Medical Gas- annual per regulation
- l) Fuel Analysis- annual per regulation
- m) Emergency generators and transfer switches / Load Bank tests
- n) Generator Testing- ~~(weekly inspection)~~ monthly, annual, triennial per regulation
 - a. Monthly- 30% of nameplate for 30 minutes
 - b. Annual- 50% nameplate rating for 30 minutes/ 75% nameplate rating for 1 hour (1.5 hours total)
 - c. Triennial- Every 36 months 30% nameplate rating for 4 continuous hours
 - i. Can be combined with annual the first 3 hours require no less than 30% nameplate, cannot be less than 75% nameplate rating to meet 4 hours.

- c. Fixtures and Infrastructure. Basic maintenance and repair as well as work beyond basic maintenance and repair shall be performed by the County with respect to fixtures and infrastructure, which are related to the operation of specific programs by NCCSP (e.g. warm water therapy pool, steam boiler, oxygen farm). Said maintenance and repair shall be provided pursuant to the service levels and procedures described above. However, all replacement items or new purchase items will be paid for by NCCSP.

4. Emergencies. In emergency situations (e.g., imminent loss of life or property), the On-site Maintenance staff may authorize work (including capital purchases) and determine responsibility for payment after the fact. All operational/program specific emergency procedures, requirements, and responses are the responsibility of NCCSP personnel.

Payment for Services/Materials:

1. Billing/Documentation. NCCSP shall be billed as needed and shall be provided appropriate documentation of the additional charges for labor, materials, and/or contracted services beyond the scope and service level of this agreement and attachment.
2. Payment. NCCSP shall pay the County within thirty (30) days of the date of invoice from the County to NCCSP.

3. Costs, How Calculated. Charges for labor, parts and other materials or equipment, which are to be paid by NCCSP, shall reflect actual cost, including, but not limited to, administrative and overhead costs, as further described in this document and the Agreement. For labor charges, an hourly rate shall be agreed upon between NCCSP and the County on an annual basis.