

OFFICIAL NOTICE AND 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 as noted below:

Wednesday, May 28, 2025 at 1:00 PM

North Central Health Care – NCHC Eagle Board Room
2400 Marshall Street, Suite A, 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:

Meeting Link: https://ccitc.webex.com/ccitc/j.php?MTID=m7fd59042c19f50c5a2d14be6d101985b

Meeting number: 1-408-418-9388 Access Code: 2489 909 0163 Password: 1234

AGENDA

- 1. Call to Order
- 2. Public Comment for Matters Appearing on the Agenda (Limited to 15 Minutes)
- 3. Approval of April 29, 2025 Executive Committee Meeting Minutes
- 4. Educational Presentations, Committee Discussion, and Organizational Updates
 - a. Financial Update J. Hake
 - b. 2026 Budget Calendar J. Hake
- 5. Discussion and Possible Action
 - a. ACTION: Appoint Chet Strebe as Citizen Member of CCITC Board of Directors
 - b. ACTION: Approval of Recommendations of the Medical Staff: Amendments to Shamim Anwar, MD., Ridhwi Mukerji, M.D., and Bret Stysly, M.D.
 - c. ACTION: Approving New Positions J. Hake
 - a. Billing Analyst Patient Finance
 - b. Manager of Pharmacy Pharmacy Services
 - c. Pharmacy Buyer Pharmacy Services
 - d. ACTION: Approval of Senior Leadership Work Plans G. Olsen/J. Hake
 - e. ACTION: Discussion with possible action on North Central Health Care's contractual relationship with Pine Crest Nursing Home in light of the potential sale and threat of litigation which could impact the sale G. Olsen
 - f. ACTION: Request to Authorize the Executive Director to work directly with Pine Crest Nursing Home Administration and Lincoln County to assess operational needs of Pine Crest and determine whether or not certain functions should operate independently from North Central Health Care standard processes to allow for a seamless transition in light of a potential sale G. Olsen

6. CLOSED SESSION

- a. Discussion regarding settlement authority for upcoming mediation in Case No. 24-cv-320-wmc
 - i. This item may include a Motion to go into Closed Session (Roll Call Vote Suggested) pursuant to Wis. Stat. s. 19.85(1)(g), for the purpose of "[c]onferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved", to wit: Conferring with counsel regarding case strategy and discussion regarding settlement authority for upcoming mediation in Case No. 24-cv-320-wmc, Chavez-DeRemer v. North Central Community Services Program.
 - ii. Motion to Return to Open Session (Roll Call Vote Unnecessary) and Possible Announcements and/or Action Regarding Closed Session item
- b. Discussion and strategy as to employee complaint and employment matter over which the committee has jurisdiction.
 - i. This item may include a Motion to go into Closed Session (Roll Call Vote Suggested) Pursuant to Wis. Stat. s. 19.85(1)(c), 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" and pursuant to Wis. Stat. s. 19.85(1)(g), for the purpose of "[c]onferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved", to wit: discussion with counsel relative to direction and strategy as to an employment matter and employee over which the committee exercises responsibility.
 - Motion to Return to Open Session (Roll Call Vote Unnecessary) and Possible Announcements and/or Action Regarding Closed Session item
- 7. Next Meeting Date & Time, Location and Future Agenda Items
 - a. Wednesday, June 25, 2025, 1:00 p.m., NCHC Eagle Board Room

8. 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

DATE: <u>05/21/2025</u> TIME: <u>5:15 PM</u> BY: <u>D. Osowski</u>

Presiding Officer or Designee



NORTH CENTRAL COMMUNITY SERVICES PROGRAM EXECUTIVE COMMITTEE MEETING MINUTES

April 29, 2025 10:00 a.m. North Central Health Care

Present: X Kurt Gibbs X(virtual) Renee Krueger

 $X_{(virtual)}$ Lance Leonhard X Robin Stowe

Staff Present: Gary Olsen, Jason Hake, Vicki Tylka, Marnie Bredlau, Kari Oliva

Others Present: Dejan Adzic, Marathon County Deputy Corporation Counsel

Call to Order

• The meeting was called to order by Chair Gibbs at 10:00 a.m.

Public Comment for Matters Appearing on the Agenda

None

Approval of Executive Committee Meeting Minutes

• **Motion**/second, Stowe/Leonhard, to approve the April 4, 2025, April 10, 2025, and April 17, 2025 Executive Committee meeting minutes. Motion carried.

Financial Update

- Mr. Hake reviewed the financials. A financial dashboard was added this month and will be included with the monthly financials moving forward. March financials look similar to prior months in that behavioral health services and both nursing homes continue to do well. Health insurance is showing improvement compared to last year. A review of all funding sources is being done this year along with verifying that expenses are applied appropriately to each funding source.
- We were told last month that the federal grant for the Adult Crisis Stabilization Facility month would be discontinued. However, we have since been notified the grant will continue. We also found an error in our WIMCR report and have submitted a new claim. The correction results in a small decrease in the amount we anticipate receiving.
- Mr. Hake reviewed the Fund Balance compared to the Fund Balance Policy. The Committee asked that the Minimum Target 20% Over/(Under) Target include that the 20-35% target is of the annualized operating expenses.

Revenue Cycle Program Presentation

• Kari Oliva, Director of Revenue Cycle, provide an overview of the revenue cycle program.

Write-Off Policy

- Mr. Hake reviewed the updates to the policy.
- Motion/second, Leonhard/Krueger, to approve the write-off policy as amended in the packet. Mr. Hake confirmed that with this change to the duties of Director of Revenue Cycle, there are no changes for this position on the wage scale. Motion carried.

New Position Requests

- Mr. Hake reviewed the information for the new position requests for Clinical Coordinator, Case Managers, Care Coordinator, and Patient Access Specialist. It was noted the four case managers and one clinical coordinator positions in CCS have already been filled due to case load needs.
- Motion/second, Leonhard/Stowe, to approve the new positions and the position reclassifications presented in the chart and asked that a budget amendment to reflect these new positions be presented to the Committee for approval at a later meeting. Motion carried.

Laundry Services

- Mr. Olsen presented the requests for laundry services that have been received from the Aging & Disability Resource Center (ADRC) and City of Wausau Homeless Shelter. We recently learned that NCHC has been providing laundry services for the Health Department for a number of years at a minimal rate. Mr. Olsen also noted that per the Joint County Agreement no services or programs can be started without first bringing it before the Committee for approval.
- Mr. Hake stated that laundry services for the Health Department and ADRC are very small in scale. Laundry service for the homeless shelter is more involved but NCHC believes it has the capacity to accommodate these services through the end of 2025 at which time it will be re-evaluated.
- Motion/second, Leonhard/Stowe, moved to approve the continued delivery of laundry services to the Health Department and the addition of laundry services to the ADRC and City of Wausau Homeless shelter consistent with the policy of charging true costs of delivering services including an overhead fee. A contract for services will be developed for each of these three entities. Motion carried.

Next Meeting Date, Time, Location and Future Agenda Items

• Wednesday, May 28, 2025 at 1:00 p.m. Note this may be changed due to a conflict in schedules.

Adjournment

• Motion/second, Leonhard/Krueger, to adjourn the meeting at 11:12 a.m. Motion carried.

Minutes prepared by Debbie Osowski, Senior Executive Assistant

North Central Health Care Programs by Service Line - Current Month April-25

	Revenue					Expense	Net Income/	Variance	
	Actual	Budget	Variance	_	Actual	Budget	Variance	(Loss)	From Budget
BEHAVIORAL HEALTH SERVICES				_			_		
Adult Behavioral Health Hospital	782,157	667,513	114,644		509,566	492,385	(17,181)	272,591	97,463
Adult Crisis Stabilization Facility	314,846	203,299	111,547		159,920	164,136	4,216	154,926	115,763
Lakeside Recovery MMT	98,144	127,935	(29,791)		131,851	131,311	(540)	(33,707)	(30,331)
Youth Behavioral Health Hospital	436,970	273,930	163,040		298,600	314,065	15,464	138,370	178,505
Youth Crisis Stabilization Facility	123,524	126,847	(3,323)		112,547	109,340	(3,206)	10,977	(6,530)
Contracted Services (Out of County Placements)	-	-	-		229,229	153,778	(75,451)	(229,229)	(75,451)
Crisis Services	264,733	250,205	14,529		217,151	242,262	25,111	47,582	39,639
Psychiatry Residency	7,934	20.171	(12,236)		23,493	43.310	19.816	(15,559)	7,580
,,	2,028,308	1,669,899	358,409	_	1,682,358	1,650,587	(31,771)	345,951	326,638
							, ,		
COMMUNITY SERVICES									
Outpatient Services (Marathon)	467,365	493,727	(26,362)		506,708	532,739	26,031	(39,344)	(331)
Outpatient Services (Lincoln)	98,273	89,548	8,725		76,599	79,192	2,593	21,674	11,318
Outpatient Services (Langlade)	93,241	79,577	13,664		75,307	65,655	(9,651)	17,935	4,013
Community Treatment Adult (Marathon)	631,175	491,794	139,381		519,245	581,271	62,025	111,930	201,407
Community Treatment Adult (Lincoln)	86,507	74,794	11,713		89,327	82,177	(7,150)	(2,821)	4,563
Community Treatment Adult (Langlade)	29,912	28,560	1,352		32,038	40,522	8,484	(2,126)	9,837
Community Treatment Youth (Marathon)	745,325	549,475	195,850		617,356	593,617	(23,739)	127,969	172,111
Community Treatment Youth (Lincoln)	212,142	157,638	54,504		185,745	169,227	(16,519)	26,396	37,985
Community Treatment Youth (Langlade)	186,965	113,267	73,698		157,124	127,926	(29,198)	29,841	44,500
Hope House (Sober Living Marathon)	4,428	6,559	(2,131)		6,381	8,895	2,514	(1,953)	383
Sober Living (Langlade)	4,330	3,231	1,099		5,146	6,125	978	(816)	2,077
Adult Protective Services	71,498	69,680	1,818		120,084	73,408	(46,676)	(48,586)	(44,858)
Jail Meals (Marathon)	´-	, -	· -		, -	, -	-		-
,	2,631,160	2,157,850	473,310	_	2,391,061	2,360,754	(30,307)	240,099	443,004
COMMUNITY IN (IN C									
COMMUNITY LIVING	00.004	05.054	0.070		00.000	05.004	0.004	0.004	0.074
Day Services (Langlade)	28,324	25,254	3,070		22,030	25,034	3,004	6,294	6,074
Supportive Employment Program	25,329	22,926	2,403	_	20,574	26,417	5,843	4,755	8,246
	53,653	48,180	5,473		42,604	51,451	8,847	11,048	14,320
NURSING HOMES									
Mount View Care Center	2,242,769	2,080,135	162,633		1,968,394	1,876,327	(92,067)	274,374	70,566
Pine Crest Nursing Home	1,157,793	1,245,062	(87,269)		1,213,190	1,202,118	(11,072)	(55,397)	(98,341)
Title Great Nursing Florite	3,400,561	3,325,197	75,365	_	3,181,584	3,078,445	(103,139)	218,978	(27,774)
	0,400,001	0,020,107	70,000		0,101,004	0,070,440	(100,100)	210,510	(21,114)
Pharmacy	591,004	597,490	(6,486)		599,131	630,146	31,015	(8,128)	24,529
OTHER PROCESSING									
OTHER PROGRAMS	404.050	00 204	E 0E7		76 744	444 504	24.044	07.540	40.004
Aquatic Services Birth To Three	104,258	98,301	5,957		76,741	111,584	34,844	27,518	40,801
	- 81.625	34.982	46.642		42.040	40.024	- - 001	- 27 705	- 54 704
Demand Transportation		- ,	46,643	_	43,840	48,931 160.515	5,091 39.935	37,785	51,734 92.534
	185,883	133,284	52,600		120,581	160,515	39,935	65,303	92,534
Total NCHC Service Programs	8,890,569	7,931,899	829,236	_	8,017,318	7,931,898	(68,162)	873,251	761,074
SELF-FUNDED INSURANCE TRUST FUNDS									
Health Insurance Trust Fund	656,677	754,739	(98,062)		590,008	754,739	164,730	66,668	66,668
Dental Insurance Trust Fund	34,085	34,459	(374)		37,314	34,459	(2,855)	(3,228)	(3,228)
Total NCHC Self-Funded Insurance Trusts	690,762	789,198	(98,436)	_	627,322	789,198	161,875	63,440	63,440
Total 140/10 Ocil-1 ullucu ilibulalice 11ublb	030,702	103,130	(30,430)		021,022	100,100	101,073	00,440	00,770

North Central Health Care Programs by Service Line - Year to Date For the Period Ending April 30, 2025

	Revenue				Expense	Net Income/	Variance	
	Actual	Budget	Variance	Actual	Budget	Variance	(Loss)	From Budget
BEHAVIORAL HEALTH SERVICES								
Adult Behavioral Health Hospital	3,278,756	2,670,052	608,704	2,053,587	1,969,539	(84,048)	1,225,169	524,656
Adult Crisis Stabilization Facility	1,467,959	813,197	654,761	695,326	656,545	(38,780)	772,633	615,981
Lakeside Recovery MMT	455,324	511,740	(56,416)	515,148	525,246	10,098	(59,824)	(46,319)
Youth Behavioral Health Hospital	1,357,554	1,095,721	261,833	1,099,971	1,256,259	156,288	257,583	418,121
Youth Crisis Stabilization Facility	405,046	507,387	(102,341)	439,924	437,361	(2,563)	(34,877)	(104,903)
Contracted Services (Out of County Placements)	-	-	-	590,886	615,112	24,226	(590,886)	24,226
Crisis Services	1,031,501	1,000,818	30,683	810,711	969,047	158,336	220,790	189,019
Psychiatry Residency	47.635	80.682	(33,047)	94,318	173,239	78.920	(46,684)	45.873
,,,	8,043,775	6,679,597	1,364,178	6,299,871	6,602,348	302,477	1,743,904	1,666,655
COMMUNITY SERVICES								
Outpatient Services (Marathon)	1,787,918	1,974,908	(186,991)	1,882,060	2,130,958	248,898	(94,142)	61,907
Outpatient Services (Lincoln)	390,680	358,191	32,490	272,067	316,767	44,699	118,613	77,189
Outpatient Services (Langlade)	351,420	318,307	33,113	267,149	262,620	(4,529)	84,271	28,584
Community Treatment Adult (Marathon)	2,244,801	1,967,175	277,625	2,082,328	2,325,082	242,755	162,473	520,380
Community Treatment Adult (Lincoln)	307,299	299,176	8,123	352,047	328,709	(23,338)	(44,748)	(15,215)
Community Treatment Adult (Langlade)	135,372	114,240	21,132	158,314	162,090	3,775	(22,942)	24,907
Community Treatment Youth (Marathon)	2,535,263	2,197,901	337,362	2,308,830	2,374,468	65,637	226,432	402,999
Community Treatment Youth (Lincoln)	765,743	630,551	135,191	713,648	676,906	(36,742)	52,094	98,449
Community Treatment Youth (Langlade)	643,460	453,069	190,392	578,102	511,705	(66,397)	65,359	123,995
Hope House (Sober Living Marathon)	21,253	26,236	(4,983)	27,103	35,580	8,477	(5,849)	3,494
Sober Living (Langlade)	20,285	12,925	7,360	20,222	24,499	4,277	64	11,637
Adult Protective Services	304,096	278,720	25,376	386,832	293,633	(93,199)	(82,736)	(67,822)
Jail Meals (Marathon)	· -	· -	· -	· -	· -	- '		-
,	9,507,590	8,631,400	876,190	9,048,702	9,443,017	394,315	458,888	1,270,505
COMMUNITY LIVING								
	95,363	101 016	/E GE2\	82,380	100,136	17,756	12,983	12,102
Day Services (Langlade)	69.046	101,016	(5,653)	,	,	,	(8,820)	,
Supportive Employment Program		91,703 192,719	(22,657)	77,866	105,670 205,806	27,804 45,560	4.162	5,147 17.249
	164,409	192,719	(28,311)	160,246	205,806	45,560	4, 102	17,249
NURSING HOMES								
Mount View Care Center	8,879,188	8,320,541	558,648	7,693,722	7,505,309	(188,413)	1,185,466	370,234
Pine Crest Nursing Home	4,736,555	4,980,246	(243,691)	4,672,790	4,808,471	135,680	63,765	(108,011)
3	13,615,743	13,300,787	314,956	12,366,512	12,313,779	(52,733)	1,249,232	262,224
Pharmacy	2,269,366	2,389,958	(120,592)	2,175,528	2,520,586	345,058	93,838	224,466
Hamasy	2,200,000	2,000,000	(120,002)	2,170,020	2,020,000	0.10,000	00,000	22 1, 100
OTHER PROGRAMS								
Aquatic Services	353,848	393,206	(39,357)	318,488	446,337	127,849	35,360	88,492
Birth To Three	129,860	-	129,860	129,860	-	(129,860)	-	-
Demand Transportation	186,297	139,928	46,368	152,472	195,724	43,251	33,824	89,620
·	670,005	533,134	136,871	600,820	642,061	41,240	69,185	178,111
Total NCHC Service Programs	34,270,888	31,727,595	2,543,292	30,651,679	31,727,597	1,075,918	3,619,209	3,619,210
OF LE FUNDED INCLIDANCE TRUCK FUNDS								
SELF-FUNDED INSURANCE TRUST FUNDS	0.704.004	2.040.054	(242.000)	0.400.470	2.040.054	070 770	ECE 700	EGE 700
Health Insurance Trust Fund	2,704,964	3,018,954	(313,990)	2,139,178	3,018,954	879,776	565,786	565,786
Dental Insurance Trust Fund	140,148	137,837	2,311	126,216	137,837	11,621	13,932	13,932
Total NCHC Self-Funded Insurance Trusts	2,845,111	3,156,791	(311,679)	2,265,394	3,156,791	891,397	579,718	579,718

North Central Health Care Fund Balance Review For the Period Ending April 30, 2025

<u>-</u>	Marathon	Langlade	Lincoln	Total
YTD Appropriation (Tax Levy) Revenue	1,953,673	78,830	352,951	2,385,454
Total Revenue at Period End County Percent of Total Net Position	24,165,826 70.5%	2,286,676 6.7%	7,818,385 22.8%	34,270,888
Total Operating Expenses, Year-to-Date * * Excluding Depreciation Expenses to be allocated at the	21,197,891 e end of the year	2,057,024	7,396,763	30,651,679
Share of Operating Cash Days Cash on Hand	22,534,395 129	2,132,303 126	7,290,567 120	31,957,264 127
Minimum Target - 20% Over/(Under) Target	12,718,735 8,479,157	1,234,215 822,810	4,438,058 2,958,705	18,391,007 12,260,672
Maximum Target - 35% Over/(Under) Target	22,257,786 276,609	2,159,875 (27,572)	7,766,602 (476,035)	32,184,263 (226,998)
Share of Investments Days Invested Cash Days Invested Cash on Hand Target - 150 Days	- 0 26,134,386	- 0 2,536,057	- 0 9,119,297	- 0 37,789,741
Current Percentage of Operating Cash	106.3%	103.7%	98.6%	104.3%
Over/(Under) Minimum Target	8,479,157	822,810	2,958,705	12,260,672
Share of Investments Amount Needed to Fulfill Fund Balance Policy	8,479,157	822,810	2,958,705	12,260,672
Over/(Under) Maximum Target Share of Investments	276,609	(27,572)	(476,035)	(226,998)
Amount Needed to Fulfill Fund Balance Policy	276,609	(27,572)	(476,035)	(226,998)

North Central Health Care Review of Services in Marathon County For the Period Ending April 30, 2025

			Expense				Net Income/	Variance	
	Actual	Budget	Variance	Actu	al	Budget	Variance	(Loss)	From Budget
Direct Services									
Outpatient Services	1,787,918	1,974,908	(186,991)	1,88	2,060	2,130,958	248,898	(94,142)	61,907
Community Treatment-Adult	2,244,801	1,967,175	277,625	2,08	2,328	2,325,082	242,755	162,473	520,380
Community Treatment-Youth	2,535,263	2,197,901	337,362	2,30	8,830	2,374,468	65,637	226,432	402,999
Hope House Sober Living	21,253	26,236	(4,983)	2	7,103	35,580	8,477	(5,849)	3,494
Demand Transportation	186,297	139,928	46,368	15	2,472	195,724	43,251	33,824	89,620
Jail Meals	-	-	-		-	-	-	-	-
Aquatic Services	353,848	393,206	(39,357)	31	8,488	446,337	127,849	35,360	88,492
Mount View Care Center	8,879,188	8,320,541	558,648	7,69	3,722	7,505,309	(188,413)	1,185,466	370,234
	16,008,568	15,019,895	988,672	14,46	5,002	15,013,457	548,454	1,543,565	1,537,127
Shared Services									
Adult Behavioral Health Hospital	2,463,850	2,011,991	451,858	1,52	4,436	1,462,045	(62,391)	939,413	389,467
Youth Behavioral Health Hospital	1,008,442	814,075	194,366	81	6,540	932,557	116,017	191,902	310,383
Residency Program	35,361	59,893	(24,532)	7	0,015	128,600	58,585	(34,655)	34,053
Supportive Employment Program	51,255	68,074	(16,819)	5	7,802	78,442	20,639	(6,547)	3,820
Crisis Services	849,884	827,107	22,777	60	1,814	719,351	117,537	248,070	140,314
Adult Crisis Stabilization Facility	1,089,708	603,660	486,048	51	6,160	487,372	(28,788)	573,548	457,260
Youth Crisis Stabilization Facility	300,677	376,648	(75,970)	32	6,568	324,665	(1,902)	(25,891)	(77,873)
Pharmacy	1,684,615	1,774,134	(89,519)	1,61	4,957	1,871,103	256,146	69,659	166,627
Lakeside Recovery MMT	351,760	393,640	(41,879)	38	2,409	389,905	7,496	(30,649)	(34,384)
Adult Protective Services	225,308	206,471	18,837	28	7,156	217,972	(69,184)	(61,848)	(50,347)
Birth To Three	96,399	-	96,399	9	6,399	-	(96,399)	-	-
Contracted Services (Out of County Placements)		-		43	8,632	456,615	17,984	(438,632)	17,984
	8,157,259	7,135,692	1,021,566	6,73	2,889	7,068,629	335,740	1,424,370	1,357,307
Excess Revenue/(Expense)	24,165,826	22,155,588	2,010,239	21,19	7,891	22,082,086	884,195	2,967,935	2,894,433

North Central Health Care Review of Services in Lincoln County For the Period Ending April 30, 2025

		Revenue			Expense	Net Income/	Variance	
	Actual	Budget	Variance	Actual	Budget	Variance	(Loss)	From Budget
Direct Services						<u>.</u>		
Outpatient Services	390,680	358,191	32,490	272,067	316,767	44,699	118,613	77,189
Community Treatment-Adult	307,299	299,176	8,123	352,047	328,709	(23,338)	(44,748)	(15,215)
Community Treatment-Youth	765,743	630,551	135,191	713,648	676,906	(36,742)	52,094	98,449
Pine Crest Nursing Home	4,736,555	4,980,246	(243,691)	4,672,790	4,808,471	135,680	63,765	(108,011)
	6,200,278	6,268,164	(67,887)	6,010,553	6,130,853	120,300	189,724	52,413
Shared Services								
Adult Behavioral Health Hospital	506,861	413,830	93,032	313,861	301,015	(12,846)	193,001	80,186
Youth Behavioral Health Hospital	207,000	166,983	40,017	168,114	192,001	23,886	38,886	63,904
Residency Program	7,280	12,331	(5,051)	14,415	26,477	12,062	(7,135)	7,011
Supportive Employment Program	10,553	14,015	(3,463)	11,901	16,150	4,249	(1,348)	787
Crisis Services	126,086	121,396	4,689	123,905	148,105	24,199	2,180	28,889
Adult Crisis Stabilization Facility	224,356	124,285	100,071	106,270	100,343	(5,927)	118,086	94,144
Youth Crisis Stabilization Facility	61,905	77,547	(15,641)	67,236	66,844	(392)	(5,331)	(16,033)
Pharmacy	346,839	365,270	(18,431)	332,498	385,235	52,737	14,342	34,306
Lakeside Recovery MMT	61,428	70,050	(8,622)	78,733	80,276	1,543	(17,305)	(7,079)
Adult Protective Services	45,951	42,073	3,878	59,122	44,878	(14,244)	(13,170)	(10,366)
Birth To Three	19,847	-	19,847	19,847	-	(19,847)	-	-
Contracted Services (Out of County Placements)	-	-	-	90,308	94,011	3,703	(90,308)	3,703
	1,618,107	1,407,781	210,327	1,386,210	1,455,335	69,124	231,897	279,451
Excess Revenue/(Expense)	7,818,385	7,675,945	142,440	7,396,763	7,586,187	189,424	421,622	331,864

North Central Health Care Review of Services in Langlade County For the Period Ending April 30, 2025

		Revenue			Expense	Net Income/	Variance	
	Actual	Budget	Variance	Actual	Budget	Variance	(Loss)	From Budget
Direct Services		-			-			
Outpatient Services	351,420	318,307	33,113	267,149	262,620	(4,529)	84,271	28,584
Community Treatment-Adult	135,372	114,240	21,132	158,314	162,090	3,775	(22,942)	24,907
Community Treatment-Youth	643,460	453,069	190,392	578,102	511,705	(66,397)	65,359	123,995
Sober Living	20,285	12,925	7,360	20,222	24,499	4,277	64	11,637
Adult Day Services	95,363	101,016	(5,653)	82,380	100,136	17,756	12,983	12,102
	1,245,900	999,557	246,342	1,106,166	1,061,050	(45,117)	139,733	201,226
Shared Services								
Adult Behavioral Health Hospital	308,045	244,231	63,814	215,290	206,479	(8,811)	92,755	55,003
Youth Behavioral Health Hospital	142,112	114,662	27,450	115,317	131,701	16,385	26,795	43,834
Residency Program	4,994	8,458	(3,465)	9,888	18,162	8,274	(4,894)	4,809
Supportive Employment Program	7,239	9,614	(2,375)	8,163	11,078	2,915	(925)	540
Crisis Services	55,532	52,315	3,217	84,992	101,591	16,599	(29,460)	19,816
Adult Crisis Stabilization Facility	153,895	85,252	68,643	72,895	68,830	(4,066)	81,000	64,577
Youth Crisis Stabilization Facility	42,463	53,192	(10,729)	46,120	45,851	(269)	(3,656)	(10,998)
Pharmacy	237,911	250,554	(12,642)	228,074	264,248	36,174	9,838	23,532
Lakeside Recovery MMT	42,136	48,050	(5,914)	54,006	55,065	1,059	(11,870)	(4,856)
Adult Protective Services	32,836	30,176	2,660	40,554	30,783	(9,771)	(7,718)	(7,110)
Birth To Three	13,614	-	13,614	13,614	-	(13,614)	-	-
Contracted Services (Out of County Placements)		-	<u>-</u> _	61,946	64,486	2,540	(61,946)	2,540
	1,040,777	896,505	144,272	950,858	998,273	47,415	89,919	191,687
Excess Revenue/(Expense)	2,286,676	1,896,062	390,614	2,057,024	2,059,323	2,299	229,652	392,913

North Central Health Care Summary of Revenue Write-Offs For the Period Ending April 30, 2025

		MTD		YTD
5		<u> </u>		
Behavioral Health Hospitals	•	00.070	•	004.070
Charity Care	\$	23,378	\$	231,370
Administrative Write-Off	\$	21,753	\$	183,073
Bad Debt	\$	182,793	\$	308,567
Outpatient & Community Treatment				
Charity Care	\$	24,639	\$	103,336
Administrative Write-Off		1,654	\$	16,266
Bad Debt	\$ \$	10,652	\$	58,254
Nursing Home Services				
	ф		φ	
Charity Care Administrative Write-Off	\$	- 20 652	\$	-
	\$ \$	32,653	\$	44,146
Bad Debt	\$	7,125	\$	8,325
Aquatic Services				
Charity Care	\$	-	\$	-
Administrative Write-Off	\$	_	\$	_
Bad Debt	\$	-	\$	-
Pharmacy				
Charity Care	\$	_	\$	_
Administrative Write-Off	\$	112	\$	122
Bad Debt	\$	-	\$	122
Dad Debt	Ψ	_	Ψ	_
Other Services				
Charity Care	\$	(0)	\$	383
Administrative Write-Off	\$ \$ \$	186	\$	1,240
Bad Debt	\$	-	\$	276
Grand Total				
Charity Care	\$	48,017	\$	335,088
Administrative Write-Off	\$ \$	56,358	\$	244,846
Bad Debt	φ \$	200,570	φ \$	375,422
Dau Deni	Φ	200,570	Ф	313,422

FINANCIAL DASHBOARD										ISCAL YE						
DEPARTMENT	Metric	TARGET	JAN	FEB	MAR	APR	MAY BEHAVIORAL H	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	2025 YTD	2024
Adult Hospital	Average Daily Census	9.00	11.19	10.73	10.38	10.30	BEHAVIORAL H	EALTH SERVI	CES						10.65	8.8
Adult Crisis Stabilization Facility	Average Daily Census	9.00	14.35	13.96	13.48	12.53									13.58	9.0
Lakeside Recovery MMT	Average Daily Census	13.00	11.32	12.00	10.26	8.53									10.53	9.0
Youth Hospital	Average Daily Census	4.50	4.35	5.07	4.23	6.47									5.03	4.4
Youth Crisis Stabilization Facility	Billable Units	5,840	3,784	2,946	4,251	5,606									4147	5514
Youth Out of County Placements (WMHI/MMHI)	Days	150 Annual 37 Monthly	4	6	1	10									5	129
Adult Out of County Placements (WMHI/MMHI)	Days	547 Annual 45 Monthly	95	49	67	70									70	817
Out of County Placements (Trempealeau)	Days	538 Annual 44 Monthly	93	84	93	97									92	837
Out of County Placements (Group Home)	Days	1919 Annual 160 Monthly	168	140	155	150									153	2100
							COMMUNI	TY SERVICES								
Hope House - Marathon	Average Daily Census	7.00	5.20	4.90	4.00	6.10									5.05	6.8
Hope House - Langlade	Average Daily Census	3.00	2.70	1.90	1.20	2.50									2.08	5.1
							NURSIN	G HOMES								
Mount View Care Center	Average Daily Census	128.00	126.35	126.71	126.45	124.17									125.92	123
Pine Crest	Average Daily Census	82.00	78.00	75.80	77.2	76.2									76.80	81

2026 BUDGET CALENDAR

Mar 1 – May 31	Executive Committee shall provide budget guidelines and priorities to Executive Director
March	NCCSP Board provides recommendations on budget priorities or program changes for upcoming budget
May	Employee salary spreadsheets created by Accounting and approved by Directors/Managers/Senior Leadership
May 27	Salary/fringe benefit worksheets distributed
June 13	Completed salary/fringe benefit worksheets due to Deputy Executive Director
June 18	Budget template, CIP and new FTE requests forms distributed
June 18 – July 11	Directors/Managers prepare budget worksheets, CIP, and new FTE requests
July 11	Completed budget templates, CIP, and New FTE request due to Deputy Executive Director
June 1 – June 30	Requests for increase in tax levy funding would happen during June
July 11 – July 31	Deputy Executive Director and Executive Director work with Directors/Managers/Senior Leadership to balance the budget
Aug 1 – Aug 19	Deputy Executive Director and the Executive Director work with the Marketing and Communications Department to produce a budget document to be presented to the Executive Committee
August 20	Budget book distributed to the Executive Committee
August 27	Executive Committee will meet to review and approve the budget and forward the budget to the County Boards by September 1st
September 25	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



Provider <u>Shami</u>	M Anwar, M.D. Appointment Period 05-29-2024 to 04-30-202
Current Privileges	Medical (Includes Family Practice, Internal Medicine) Psychiatry Medical Director Mid-Level Practitioner
Medical Staff Cate	gory Courtesy Active Moonlighting Provisional Consulting In-Training
Provider Type	Employee X Locum Locum Agency: Jackson + Co Ker Contract Contract Name:
AMENDMENT TY	PE(S) REQUESTED:
Privilege	Reason:
Category	Reason: Remove provisional 05/29/2025
Type	Reason:
Other	Reason:



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 amendment(s) as indicated with any exceptions or conditions documented.

Comments:	
Wagas Gasin, M.D. Medical Staff President or Designee Signature)	05/15/2025
Medical staff President or Designee Signature)	(Signature Date)
MEC ACTION	
MEC recommends that:	
X The amendment(s) be approved	
Action be deferred on the amendment(s)	
The amendment(s) be denied	
Wagas Gasin, M.D. MEC Committee or Designee Signature)	05/15/2025
MEC Committee or Designee Signature)	(Signature Date)
GOVERNING BOARD ACTION	
Reviewed by Governing Board:	
(Date)	
Response: Concur	
Recommend further reconsideration	
Recommend runner reconstructation	
(Governing Board Signature)	(Signature Date)
(Executive Director Signature)	(Signature Date)



Provider Ridhwi M	MKegi M.D. Appointment Period 05-29-2024 to 02-28-2026
Current Privileges	X Medical (Includes Family Practice, Internal Medicine) Psychiatry Medical Director Mid-Level Practitioner
Medical Staff Category	Courtesy
Provider Type	Employee Locum Locum Agency: Contract Contract Name: Jatra, LLC
AMENDMENT TYPE(S) F	REQUESTED:
Privilege Reason	:
	· · · · · · · · · · · · · · · · · · ·
Category Reason	: Remove provisional 05/29/2025
Type Reason	:
Other Reason	;



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 amendment(s) as indicated with any exceptions or conditions documented.

Comments:	
Wagas Gasin, M.D.	05/15/2025
Medical Staff President or Designee Signature)	(Signature Date)
MEC ACTION	
MEC recommends that:	
X The amendment(s) be approved	
Action be deferred on the amendment(s)	
The amendment(s) be denied	
Wagas Gasin, W.D. MEC Committee or Designee Signature)	05/15/2025
(MEC Committee or Designee Signature)	(Signature Date)
GOVERNING BOARD ACTION	
Reviewed by Governing Board:	
(Date)	
Response: Concur	
Recommend further reconsideration	
Recommend further reconstactation	
Governing Board Signature)	(Signature Date)
(Franchis Director 6:	(6)
(Executive Director Signature)	(Signature Date)



Provider Bret K	Stysly 7M.D. Appointment Period 05-29-2024 to 07-31-2025
Current Privileges	Medical (Includes Family Practice, Internal Medicine) Psychiatry Medical Director Mid-Level Practitioner
Medical Staff Catego	ry Courtesy Active Moonlighting Provisional Consulting In-Training
Provider Type	Employee Locum Locum Agency: X Contract Contract Name: Oak Medical
AMENDMENT TYPE	E(S) REQUESTED:
Privilege R	Leason:
Category R	leason: Remove provisional 05/29/2025
Type R	Leason:
Other R	Leason:



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 amendment(s) as indicated with any exceptions or conditions documented.

Comments:	
Wagas Gasin, M.D. Medical Staff President or Designee Signature)	05/15/2025 (Signature Data)
(Medical Statt President of Designee Signature)	(Signature Date)
MEC ACTION	
MEC recommends that:	
X The amendment(s) be approved	
Action be deferred on the amendment(s)	
The amendment(s) be denied	
Wagas Gasin, M.D. MEC Committee or Designee Signature)	05/15/2025
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)

Positions For Executive Committee Approval

							Total Cost of	Type of		
Position Title	Program	Senior Leader	Location	FTE	Budgeted	Funding Source	Position	Position	Job Grade	Additional Information
						This position is already				
						accounted for in the 2025				This position will serve as a centralized billing support resource within the Revenue
						budget, with the only additional				Cycle structure, functioning under the supervision of the Patient Finance Manager.
						cost being the increase in base				This position will not only improve billing operations but also contribute to agency-
						pay. Funding will be supported				wide efficiency, compliance, and financial stability. It will reduce revenue loss,
						through patient revenue, made				decrease staff burden across departments (including billing, HIM, and coding), and
						possible by a reduction in write-				position the organization to better meet payer requirements and reporting needs. In
						offs				the event of staffing transitions or system changes, this added capacity and
										knowledge base will help ensure continuity and minimize disruption, ultimately
										supporting higher quality care and stronger financial stewardship across the tri-
Biling Analyst	Patient Finance	Jason Hake	Wausau	1.0	Yes		\$5,450	Permanent	Current Grade - 9	county region.
						This position is already				
						accounted for in the 2025				Implementing this change would strengthen the Pharmacy Department's
						budget, with the only additional				infrastructure and improve responsiveness across the organization. By distributing
						cost being the increase in base				responsibilities more effectively. This adjustment alings with the organization's
						pay.				ongoing efforts to strengthen clinical leadership, reduce operational bottlenecks and
Manager of Pharmacy	Pharmacy Services	Jason Hake	Wausau	1.0	Yes		\$13,158	Permanent	Proposed Grade - 20	position NCHC for future regulatory and stratgic initatives
						This position is already				By having one dedicated individual responsible for pharmacy inventory, NCHC will
						accounted for in the 2025				gain consistency, accountability, and improved performance in a function critical to
						budget, with the only additional				both financial and regulatory success
						cost being the increase in base				
Pharmacy Buyer	Pharmacy Services	Jason Hake	Wausau	1.0	Yes	pay.	\$5,139	Permanent	Proposed Grade - 8	



MEMORANDUM

To: Executive Committee

From: Jason Hake, Deputy Executive Director

Date: 5.27.25

Subject: Request for Position Approval – Billing Analyst

Purpose

This memo seeks Executive Committee approval to move forward with the addition of a Billing Analyst role, a full-time FTE already included in the Revenue Cycle program budget. This position is critical for enhancing billing efficiency, improving reimbursement accuracy, ensuring regulatory compliance, and supporting modernization efforts across the tri-county region.

Position Overview

Title: Billing AnalystProgram: Patient Finance

Reports To: Manager of Patient Finance
 Employment Type: Permanent- Full Time

FTE: 1.0

• New or Replacement: New – reorg of existing FTE

Justification

As our behavioral health operations continue to expand in scope and complexity, we are experiencing significant gaps in billing efficiency and system optimization. As part of the broader revenue cycle centralization initiative, the addition of a Billing Analyst will be essential in addressing these challenges and supporting a more streamlined, accurate, and scalable billing infrastructure. This role will lead the setup and maintenance of electronic rebilling, significantly reducing manual workload, improving turnaround times, and facilitating faster, more accurate payments. The Billing Analyst will also run regular reports to identify services incorrectly assigned to self-pay (e.g., 9999 payer), uncovering missed revenue opportunities and minimizing coding errors. In addition, this position will be responsible for creating and maintaining billing workflows (which currently do not exist), updating annual rates, managing modality adjustments, and optimizing the monthly statement process. Finally, by expanding CICBH/EHR knowledge beyond a single individual, this role will reduce operational risk, support smoother staff transitions, and enhance readiness for future EHR implementation efforts.

Budget Impact

• Net Impact: \$5,450

Grade Placement: Proposed Grade 9

• **Funding Source:** This position is already accounted for in the 2025 budget, with the only additional cost being the increase in base pay. Funding will be supported through patient revenue, made possible by a reduction in write-offs.

Organizational Impact

This position will serve as a centralized billing support resource within the Revenue Cycle structure, functioning under the supervision of the Patient Finance Manager. This position will not only improve billing operations but also contribute to agency-wide efficiency, compliance, and financial stability. It will reduce revenue loss, decrease staff burden across departments (including billing, HIM, and coding), and position the organization to better meet payer requirements and reporting needs. In the event of staffing transitions or system changes, this added capacity and knowledge base will help ensure continuity and minimize disruption, ultimately supporting higher quality care and stronger financial stewardship across the tri-county region.

Recommendation

I respectfully request the Executive Committee's approval to approve the Billing Analyst position within the **Revenue Cycle** program. The creation of this role represents a smart, strategic investment in the integrity and sustainability of our revenue cycle operations. It will support compliance, reduce lost revenue, increase staff efficiency, and better prepare us for future system and process changes.



MEMORANDUM

To: Executive Committee

From: Jason Hake, Deputy Executive Director

Date: 5.27.2025

Subject: Request for Position Approval – Manager of Pharmacy

Purpose

The purpose of this memo is to request approval from the Executive Committee to reclassify a current Pharmacist position to a Manager of Pharmacy. This reclassification would allow for more effective operational oversight and support the evolving strategic needs of the department and the organization.

Position Overview

Title: Manager of Pharmacy

• **Program:** Pharmacy

• Reports To: Director of Pharmacy

• Employment Type: Permanent- Full Time

• **FTE:** 1.0

• New or Replacement: New – reorg of existing FTE

Justification

Over the past several years, the responsibilities of the Pharmacy Department have grown in complexity driven by inpatient census, particularly with regard to regulatory compliance, collaboration with clinical teams, and integration with behavioral health and skilled nursing operations. While the Director of Pharmacy has provided effective leadership, the dual responsibility of overseeing both strategic initiatives and daily operations has become increasingly unsustainable.

Elevating a current Pharmacist to the Manager of Pharmacy would create a structured leadership layer that allows the Director to shift focus toward:

- Enhancing interdisciplinary collaboration
- Leading pharmacy related quality and compliance initiatives
- Aligning services with organizational goals and external regulatory standards
- Maintaining financial viability of the department

The proposed Manager would provide day-to-day leadership, manage staff scheduling and workflow, ensure medication safety procedures are followed, and serve as the first point of contact for internal team.

Budget Impact

• Net Impact: \$13,158

• **Grade Placement:** Proposed Grade 19-20

• **Funding Source:** This position is already accounted for in the 2025 budget, with the only additional cost being the increase in base pay.

Organizational Impact

Implementing this change would strengthen the Pharmacy Department's infrastructure and improve responsiveness across the organization. By distributing responsibilities more effectively:

- The Director can dedicate time to strategic planning, accreditation readiness, and improving service outcomes
- Interdepartmental collaboration will improve due to more proactive engagement and availability at the leadership level
- Risk mitigation will be strengthened through enhanced oversight of controlled substances, inventory, and safety protocols

This adjustment aligns with the organization's ongoing efforts to strengthen clinical leadership, reduce operational bottlenecks, and position NCHC for future regulatory and strategic initiatives.

Recommendation

It is recommended that the Executive Committee approve the reclassification of a current Pharmacist position to a Manager of Pharmacy. This role would report directly to the Director of Pharmacy and assume responsibility for day-to-day departmental operations.



MEMORANDUM

To: Executive Committee

From: Jason Hake, Deputy Executive Director

Date: 5.27.2025

Subject: Request for Position Approval – Pharmacy Buyer

Purpose

To request Executive Committee approval to convert a current Pharmacy Technician position into a dedicated Pharmacy Buyer role. This position would be responsible for managing all aspects of inventory control, drug procurement, cost containment, and compliance with federal drug supply requirements.

Position Overview

Title: Pharmacy BuyerProgram: Pharmacy

• Reports To: Manager of Pharmacy

• Employment Type: Permanent- Full Time

• **FTE**: 1.0

• New or Replacement: New – reorg of existing FTE

Justification

Historically, pharmacy inventory and ordering responsibilities were distributed across multiple staff, often managed ad hoc depending on workload and staffing. This inconsistent approach contributed to issues such as:

- Overstocked or redundant inventory
- Missed opportunities for cost savings
- Inefficient use of expiring medications
- Limited accountability for managing drug recalls and returns
- Pharmacists dedicating time to administrative tasks rather than clinical and leadership responsibilities

Since assigning inventory-related tasks to a pharmacy technician on a part-time basis, the department has already seen improved organization, price comparisons between wholesalers, and better control of reorder points and shelf management. However, balancing these responsibilities with medication filling duties limits the technician's ability to fully optimize purchasing processes and maintain compliance with the Drug Supply Chain Security Act (DSCSA).

Formalizing a Pharmacy Buyer role will allow this employee to:

- Focus exclusively on inventory analysis, ordering, and contract pricing
- Prevent costly waste by proactively relocating expiring medications
- Serve as a dedicated compliance point person for DSCSA and FDA inquiries
- Streamline returns, recalls, and drug storage processes
- Enable pharmacists to focus on patient care, clinical decision-making, and leadership initiatives

This role is essential to creating a stable, proactive inventory management system that minimizes waste and maximizes efficiency.

Budget Impact

• Net Impact: \$5,139

• Grade Placement: Proposed Grade 8

• **Funding Source:** This position is already accounted for in the 2025 budget, with the only additional cost being the increase in base pay.

Organizational Impact

The conversion to a Pharmacy Buyer will have the following positive impacts:

- Cost Control: More strategic purchasing decisions and reduced waste will lower overall drug expenditures
- **Compliance Assurance**: Improved documentation and response readiness for DSCSA and federal drug tracking requirements
- Operational Efficiency: Reduced pharmacist administrative workload and better pharmacy workflow overall
- Improved Safety: Central oversight of drug recalls, refrigerator medications, and expiring medications ensures fewer errors and reduced clinical risk

By having one dedicated individual responsible for pharmacy inventory, NCHC will gain consistency, accountability, and improved performance in a function critical to both financial and regulatory success

Recommendation

It is recommended that the Executive Committee approve converting an existing Pharmacy Technician position to a Pharmacy Buyer role. This change will formalize a function that has already demonstrated early benefits and allow for full realization of operational efficiencies, compliance, and cost savings



2025-2026 Work Plan

Focus Area	Timeline	Activity	Measure of Success	Progress/Notes	Owner
		Strategic & Opera	ational Oversight		
Organizational-Wide Strategic Plan	In Progress	Lead development of a five-year strategic plan in collaboration with the Executive Director, senior leadership, and Executive Committee.	Strategic plan adopted by Executive Committee by Q2 2026. Clear objectives, timelines, and ownership assigned.	Met with UW Extension to discuss scope of project. Exploring other potential vendors to assist in facilitation.	Jason
Strategic Planning & Implementation	Ongoing	Align departmental initiatives with overarching strategic goals. Ensure operational decisions are guided by the strategic plan.	Documented alignment in annual department work plans.	Ongoing. We currently have department and budget goals.	Jason
KPI Development & Monitoring	In Progress	Ensure every department has meaningful KPIs tied to budget and performance outcomes.	KPI dashboards actively used in monthly reviews.	Financial dashboard has been created along with a template for org-wide. Need to identify org-wide value added KPI's	Jason
Organizational Structure	In Progress	Review department structure for procurement, contracts, safety, security, emergency management, environment of care and infection prevention	Evaluate and recommend changes to improve organizational efficiency and alignment with service needs. Structure approved and implemented in time for 2026 budget.		Jason

Focus Area	Timeline	Activity	Measure of Success	Progress/Notes	Owner
Utilization of vacant space	Ongoing	Review vacant space and how NCHC can utilize based on strategic plan and continuum of care	Future-state Road map based on strategic plan.		Jason
Human Services Leadership Team	First session in April Mid 2025	Create additional education sessions Collaborate on additional goals for 2025, including services for youth with complex needs.	Two sessions in 2025 Update on self-survey of collaboration and communication	First session on CPS education April 2025	Vicki
Law Enforcement	First meeting target May	Create structure for collaborative discussions twice per year. The first topic includes emergency detention procedures in Marathon County.	Participation in process improvement and evaluation of new opportunities	Providing support with Marathon County Corporation Counsel for planning event	Vicki
Stakeholder collaborations	Outreach 2 nd quarter	Create a structure for BHS collaboration meetings with Lincoln and Langlade County partners.	County leadership expresses support from NCHC BHS		Vicki
County Boards and committees	Routinely	Participate in meetings and provide presentations and updates when significant changes or new programming occurs.	Active member of MC Homeless taskforce Meaningful participation in MC HHSC and CJCC.	Coordinated presentation from La Crosse County	Vicki
Acute Care Services	In progress	Improve bench strength of ACS management, including evaluation of current clinical model, and options for 24/7 leadership on campus support.	Clinical Managers experience work life balance improving recruitment and retention.	On call system is restructured. The restructuring of leadership positions has been completed.	Vicki
		Enhance the service delivery model for Lakeside Recovery	Participants and partners express value from the program.	Evaluate and modify existing policies. Request new Care Coordinator position.	

Focus Area	Timeline	Activity	Measure of Success	Progress/Notes	Owner
Community Treatment	In process	Assume responsibility for CCS services for Marathon County youth.	Marathon County can prioritize CLTS services. Transition allows for Quality Assurance to be managed by NCHC	New positions are approved and being hired to gradually assume the caseload by third quarter 2025	Vicki
Outpatient Services	Beginning in February	Increase ability to serve additional therapy patients on a timelier basis.	NCHC will shorten the length of wait time for appointments to: 6 weeks by April 1 st 5 weeks by July 1 st Re-evaluate progress July 1 st to determine the next goals.	Process is in place for scheduling intakes for urgent situations.	Vicki
Outpatient Services	June 2025	Evaluate quality improvements for psychiatry	Adequate intakes and follow up appointments for tri county patients	Youth psychiatrist starting August 2025	Vicki
BHS Program Evaluation	In progress Begin in January 2025	Evaluate sustainability of current 24/7 crisis response model. Evaluate internal medical clearance process for Emergency Detentions (ED).	ROI and sustainability evaluation written plan. ROI evaluation	Initial plan completed Request for legislative funding in place	Vicki
		Completion of evaluation of internal ED process and areas for improvement	Through data and practice analysis, determine optimal process and create an improvement plan.	Plan: Data comparisons, decision making processes, resources in place for safety plans	
		Evaluate NCHC's capacity and feasibility to apply to operate a Crisis Urgent Care Observation Facility.	ROI evaluation, including internal capacity	Following legislative process for emergency rule and funding opportunities	

Focus Area	Timeline	Activity	Measure of Success	Progress/Notes	Owner
	Ongoing	Evaluate expansion of youth services including implementation of a new program in YCSF building.		Recruiting for a child psychiatrist for the youth hospital, which would support additional expansion.	
Adult Protective Services	Third Quarter 2025	Review the financial sustainability of APS. Identify long-term placement options for EPPs. Improve community relationships with stakeholders.	Identify the true cost of providing APS services. Engage with stakeholders and cost for sustainable option	Starting to gather necessary KPIs to determine the needs of the department	Jason
Mount View Care Center	Ongoing	Evaluate utilization of vacant space Evaluate staffing vs census and long-term sustainability. Evaluate the structure of MVCC and how it aligns with the centralization of Compliance and Quality	Look at various options for utilization of unused space. Look at sustainability. Does right sizing make sense, compensation and scheduling structure.		Jason
		Financial M	anagement		
Revenue Review	Third Quarter 2025	Review all funding sources and ensure expenditures are aligned with allowable expenses.	Maximized reimbursements. Reduced audit risk.		Jason
WIMCR/CCS Optimization	Fourth Quarter 2025	Collaborate with Finance Director to improve tracking and reporting accuracy.	Increased eligible reimbursement. Reduced audit risk. Create efficiencies in process		Jason
Future Funding Scenario Planning	Fourth Quarter 2025	Prepare financial impact scenarios related to potential federal policy changes and the sale of Pine Crest	Scenarios integrated into 2026 planning.		Jason

Focus Area	Timeline	Activity	Measure of Success	Progress/Notes	Owner
Budget Leadership	Annually	Lead budget strategy and ensure alignment with financial sustainability goals and strategic plan.	Balanced and mission-driven budget.		Jason
BHS Program Sustainability	Ongoing	Explore financial strategies for sustainability of youth hospital and youth stabilization facility.	NCHC will evaluate a positive ROI for these programs	Request made to legislatures for GPR support rather than grant funding. Utilize additional grant funding for increasing utilization of the YCSF and program enhancement	Vicki
		Ensure improved program processes for CCS reconciliation.	Financial Director will determine success		
	In progress	Increase productivity levels in outpatient therapy and establish measures and methods for productivity for psychiatry.	Barriers to efficient productivity will be addressed resulting in increased productivity. It leads to serving more patients		
Revenue Cycle Model	In Progress	Create a centralized revenue cycle department.	Create a centralized and sustainable revenue cycle staffing model.	In process of centralizing patient access.	Jason
Revenue optimization and decreased write-offs	In Progress	Evaluate opportunities to optimize insurance reimbursement and write-offs	Reduced write-offs, maximize revenue, create efficiencies, create backup of duties, and improve claim turnaround.	Reviewing contracts, setting up value added KPIs and setting department goals.	Jason
County Contract Review	Fourth Quarter 2025	Review contracts and ensure rate competitiveness. Review billing and create a more accurate process	New rates included in 2026 contracts. Decrease billing errors		Jason
Contracting & Procurement Streamlining	Fourth Quarter 2025	Consolidate and streamline workflows across departments.	Documented process improvements.		Jason

Focus Area	Timeline	Activity	Measure of Success	Progress/Notes	Owner
Fund Balance related to long- term strategic plan	2026	Review the fund balance policy with current fund balances of each county. Determine long-term goals and organizational needs and how fund balance can help support (capital needs)	Determine a long-term plan for fund balance related to strategic goals		Jason
		Workforce & Tale	ent Management		
Talent Acquisition & Workforce Planning	On going	Workforce Planning: Conduct workforce analytics, engage in strategic forecasting, develop a talent pipeline strategy, and align staffing models with organizational goals	Vacancy rates reduced and critical positions filled	Currently engaging with various programs; but the goal is to drive consistently in reporting and planning.	Marnie
	Q4 2025/Q1 2026	Redesign job descriptions based on JDQ: Use TRC recommended approach to update job descriptions following compensation study	Increased consistently and clear expectations		
	In process	Data Collection: Conduct exit and stay interviews; analyze trends	Making data driven decisions regarding retention activities	Implemented a new process for exit interviews; stay interviews complete for MVCC	
	Q4 2025/Q1 2026	Succession Planning: Ensure leadership continuity and organizational resilience by identifying and developing internal talent for key positions	Retention rate increase for high- potential employees; quicker fill time for leadership vacancies		
Retention & Recognition	Q4 2025	Creating a culture of Feedback through Engagement Pulse Surveys: Roll out quarterly engagement pulse surveys	Increased retention for all positions throughout NCHC	Researching best practices	Marnie

Focus Area	Timeline	Activity	Measure of Success	Progress/Notes	Owner
	Q3 2025	Improve onboarding and integration: Strength the first 90-day employee experience for areas with the highest turnover of new hires; Peer Mentorship program	Reduction of New Hire Turnover (within first 90 days)	Reviewing current onboarding and working with key stakeholders on recommended changes	
	In process	Enhance Recognitions Programs to Align with Core Values: Launch a recognition work group	Increased Retention	Director work group for recognition	
	Q4 2025	Performance Management: Revamp performance management processes and procedures	Increased employee engagement and employee feedback		
Compensation & Benefits	In process	Develop a benefits strategy to reduce costs while optimizing employee wellbeing: Employee surveys to determine perceived value of options; promote benefit education & consumerism; On-Site Clinic RFP; Identify long term and short-term goals for strategy	Make decisions based on data from survey; health insurance costs stable or reduce overtime	Researching benefit survey process and platforms; meeting monthly with Gallagher	Marnie
	In process	Standardized Pay Related Processes: Creation and implementation of NCHC Pay Administration Guide; Updated and Approved Compensation & Time Keeping Polices	Increased transparency of pay practices and compensation	Draft of Pay Administration Guide and policies	
Learning & Development	In process	Decentralization & People Resources: Filling the 2 open L&D Specialist positions; continuing decentralization activities; Enhancement of L&D team infrastructure	Cohesive team working towards supporting all of NCHC	All new hires for L&D start 6/9/2025	Marnie

Focus Area	Timeline	Activity	Measure of Success	Progress/Notes	Owner
	In process	Building a Strong Foundation of Learning: Organizational Needs Analysis; Aligning L&D strategy with business goals	Increased support of programs	Needs assessment completed, creating training and programs to meet needs	
	In process	Develop Leadership & Team Training Programs	Improved leadership engagement and support	Manager of L&D beginning to design program	
	In process	Elevate the Learning Experiences: Assess eLearning design and enhance to meet leading practices; be more intentional with compliance training	Increased retention of training content	Launched Compass Series	
		Technology	& Systems		
Software Evaluation & Planning	Fourth Quarter 2025	Conduct an org-wide evaluation of software and data needs.	Future-state IT roadmap created and prioritized.		Jason
HRIS/LMS- UKG	In process	UKG Optimization: Evaluate current UKG platform and complete needs assessment	Increased ownership by HR and L&D creates more agility within system	New Technology HR Specialist starts 6/9/2025	Marnie
	On going	Streamline and automate HR Processes: Leverage HRIS and LMS workflows like on-boarding; benefits enrollment; performance management, etc.	Reduction of manual intervention	Identifying opportunities for improvements and partnering with UKG	
	Q4 2025	Policies & Procedures Database: Evaluate UKG capabilities to determine best use for policy and procedure database; update all policies and procedures for organization and programs	Decrease manual interventions	Partnering with Compliance and IT on best practices and software (SharePoint)	

Focus Area Timeline Activity Measure of Success Progress/Notes Owner
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Quality & Compliance						
Centralize Compliance and Quality	In Progress	Implement a centralized compliance and quality department.	Create a sustainable compliance and quality department with a consistent reporting structure.	Identified the centralized concept and have filled all current positions. Next steps are to operationalize	Jason	
Compliance & Quality Dashboard	Fourth Quarter 2025	Create a value-added Compliance and Quality dashboard to be presented to Executive Committee.	Complete dashboard		Jason	
Evaluation & Prioritization of Compliance and Quality needs	Third Quarter 2025	Conduct needs assessment and prioritize	Conduct needs assessment and pyritization; assign ownership to identified opportunities.		Jason	
Communications						
Employer Branding Campaign & Outreach Efforts	In process	Strengthening online presence and identifying areas of outreach and partnership for 2025	Monitor source information in UKG to determine success	Collection of data and evaluating current platforms through Indeed, Glassdoor and LinkedIn	Marnie	
Needs Assessment- Communications & Marketing D	Q4 2025	To evaluate the current state of communications and marketing efforts across the organization, identify gaps, clarify goals, and align strategies with organizational priorities	Increased internal and external awareness and improved communication engagement throughout NCHC		Marnie	

NURSING HOME MANAGEMENT AGREEMENT

This Management Agreement, herein referenced to as the "Agreement" is effective the 1st day of January, 2020, by and between Lincoln 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), d/b/a and herein referenced to as "North Central Health Care" or "NCHC", a multi-county department of community programs carrying out its responsibilities as a board constituted by the Joint County Agreement between Langlade, Lincoln and Marathon Counties pursuant to section §51.42 and §66.0301 Wis. Stats as a quasi-political subdivision. The parties agrees and follows:

- 1. <u>Prior Agreements Terminated</u>. This agreement terminates all prior agreements between the parties for nursing home management, except that it shall not be construed as affecting the Joint County Agreement establishing the North Central Community Services Program.
- 2. <u>County Nursing Home Facility</u>. The County owns land and a nursing home building known as Pine Crest Nursing Home ("Pine Crest") located at 2100 E. Sixth Street, Merrill, Wisconsin, containing 180 licensed skilled nursing home beds (collectively, the "Facility"). This agreement does not transfer ownership of the Facility. The County will enter into a separate Agreement with NCHC regarding the Facility's Use and Maintenance.
- 3. <u>Designation of Administrator/Manager</u>. The County, pursuant to §51.42(3)(b) of the Wisconsin Statutes may designate its 51.42 board as the administrator of any county health program or institution in addition to the board's responsibilities for the county community mental health, addiction and disabilities programs. The County has designated NCHC as administrator and manager of its county nursing home program provided through the Facility. NCHC accepts that designation and agrees to manage the entire operation of the County's nursing home Facility. The County shall not unreasonably interfere with NCHC's management of the day-to-day operations of the Facility and shall refrain from interference with and from participation in any management functions which are delegated to NCHC under this Agreement. County grants to NCHC the sole and exclusive authority to formulate and implement necessary policies, programs and operations necessary with respect to the Facilities.
- 4. <u>Term and Termination</u>. The term of this Agreement shall commence at 12:01 a.m. on January 1, 2020, and end at 11:59 p.m. on December 31, 2024. This Agreement shall automatically be extended for an additional one-year period, and, in turn, for subsequent one-year terms unless either of the parties provides written notice to the other of the notifying party's intent not to renew prior to one hundred and eight (180) days prior to the end of the term after which termination will be effective. Notwithstanding anything to the contrary in this section or this Agreement, the Agreement shall terminate on the effective date of any dissolution of the

multicounty department of community programs, now known as the North Central Community Services Program. In addition, if the County fails to approve in substance NCHC's budget request, then negotiation on continuation of the Agreement shall commence forthwith. NCHC may terminate this Agreement by written notice to the County within sixty (60) days following the County's action on the budget request if negotiations are unsuccessful, in which case termination shall be effective at the start of the year to which the budget request applies.

- 5. Services Provided. During the term of this Agreement, NCHC shall provide the County with all necessary and appropriate services for the management of the Facility so that the Facility will be operated in a manner consistent with industry standards. Wherever in this Agreement NCHC is required to obtain the consent or approval of the County, such consent or approval may be given by the County Administrative Coordinator or his/her designated appointee, as the representative of the County. In furtherance of, and without limiting the foregoing general responsibility, NCHC shall provide the Facility with the services set forth in Exhibit A, attached hereto, and those services set forth below, all for the compensation set forth in Exhibit B, attached hereto, and within the performance expectations for those services set forth in Exhibit C, attached hereto; any additional services provided by NCHC shall be provided only with County's prior written permission and at County's agreement as to cost.
- 6. <u>Provider Qualifications</u>. NCHC shall at all times during the term of this Agreement: (a) be fully qualified, adequately experienced and trained before being assigned to perform services; (b) have current and unrestricted license to provide services; and (c) be a participating provider in applicable healthcare programs maintained by governmental payers.
- 7. <u>Licenses and Certifications</u>. NCHC shall apply for and obtain and maintain all licenses and certifications required of NCHC in connection with its management of the Facility on behalf of the County.
- 8. <u>Contracts, Leases and Agreements</u>. NCHC shall enter into all contracts, leases and/or use agreements and other agreements required in the ordinary course of business for the operation, maintenance and service of the Facility in the name of the County.
- 9. <u>County Obligation</u>. Everything done by NCHC under <u>Exhibit A</u>, shall be done on behalf of the County and all related obligations incurred shall be at the ultimate expense of the County.
- 10. Accounting. NCHC shall account for all income and expenses relating to the operation of the Facility separately from all other operations of NCHC and in accordance with accounting principles generally accepted in the United States of America and government auditing standards. On or before April 30th of each year, NCHC shall provide the County an annual combining Financial Statements of all income received and expenditures incurred in connection with the operation of the Facility. Unless NCHC is notified to the contrary by the County, the annual combining Financial Statements shall be deemed accepted by the County ninety (90) days after its receipt by the County. The County will adhere to the Fund Balance Policy of NCHC.

- 11. <u>Allocation Between Programs</u>. Through use of County's property, NCHC provides services both to the County's nursing home program and to programs administered by NCHC for Langlade, Lincoln, and Marathon Counties. NCHC shall allocate services provided between these programs and shall allocate items of income and expense accordingly.
- 12. Damage by Fire or Other Casualty. If during the term of this Agreement, property on the listing for the Facility 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 NCHC within thirty days of notice by NCHC 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 and in any event, within ninety (90) days after the damage, and shall be completed as expeditiously as possible. If the County elects not to restore after damage this Agreement shall be deemed to have terminated as to the property lost. If NCHC determines that the loss materially affects operations, then the entire Agreement may be subject to termination at NCHC's election, after consultation with the County.
- 13. <u>Insurance Coverage</u>. On all policies purchased or maintained by NCHC and by the County in accordance with this section, each party shall add the other party as an additional insured 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 with extended coverage endorsement and with such full insurance clauses as the County may determine to be necessary covering the property in an amount equal to the reasonable replacement value. The County will maintain coverage for the building and equipment. NCHC shall maintain property and casualty insurance for all contents in the Facility.
 - B. Workers Compensation. NCHC shall maintain Workers Compensation Insurance as required by Wisconsin Statutes, for all NCHC employees. County shall maintain Workers Compensation Insurance as required by Wisconsin Statutes, for all County employees working in the Facility. In case any work is subcontracted, the contracting party shall require the subcontract or similarly to provide statutory Workers Compensation for all of the subcontractor's employees, unless such employees are covered by the protection afforded by either party's policies.
 - C. Insurance. NCHC shall secure and maintain in force throughout the duration of this agreement Comprehensive General Liability, Professional Liability, Automobile Liability, Business Interruption, Excess Liability Insurance covering its officers, agents, and employees, and including all buildings, parking lots, sidewalks and other common areas subject to this Agreement, and their use. Said insurance shall cover

NCHC, 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 agreement. The minimum amount of such insurance shall be as follows:

- i. General Liability: \$1,000,000 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. Business Interruption: \$5,000,000 per each occurrence.
- v. Excess Liability Coverage: \$3,000,000 over the General Liability and Automobile Liability Coverage.
- D. Builders Risk. During the course of construction of any improvements, additions or alterations to the property, NCHC shall obtain and keep 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.
- 14. Mutual Indemnification and Hold Harmless. NCHC hereby agrees to release, indemnify, defend and hold harmless the County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of its officers, officials, employees, agent or assigns. NCHC does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

The County hereby agrees to release, indemnify, defend and hold harmless NCHC, its officials, officers, employees and agents from and against all judgments, damages, penalties, or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of its officers, officials, employees, agent or assigns. The County does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

- 15. Compliance with Law. Using its reasonable best efforts to assist County in maintaining the Facility' compliance with the federal, state, local and municipal laws, rules, regulations, ordinances, orders and requirements governing the establishment, operation and maintenance of the Facility (collectively, the "Laws"), including, but not limited to laws relating to the federal Health Insurance Portability and Accountability Act ("HIPAA"), the Medicare and Medicaid programs, licensure of the Facilities, zoning, the so-called federal Stark law, and the federal and state anti-kickback laws. Without limiting the generality of the foregoing, NCHC will (i) prior to hiring a new employee of a Facility or engaging an independent contractor or agent of a Facility, and regularly thereafter, review the U.S. Department of Health and Human Services ("HHS") Office of Inspector General internet data base for the List of Excluded Individuals/Entities (currently www.exclusions.oig.hhs.gov/) and Excluded Parties Listing System (currently www.epls.gov) and other appropriate sources to insure that none of the employees, contractors or agents of the Facilities have been excluded from or sanctioned by Medicare, Medicaid or any other federal health care program and are not otherwise excluded from participation in the business and services conducted or provided by the Facilities, and (ii) insure that each contractor providing services to a Facility has entered into a written agreement with such Facility to protect patient information in accordance with HIPAA, if required by HIPAA. In furtherance of and not in any way limiting the foregoing, NCHC, at the expense of the Facility, will obtain, renew and keep current and in force all licenses, permits, authorizations and approvals required for operation of the Facility as required by the Laws.
- 16. <u>Title XVIII Requirements</u>. In accordance with Title XVIII provisions, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, NCHC will make available, upon written request of the Secretary, United States Department of Health and Human Services, or upon request of the Controller General, or any of their duly authorized representatives, the contract and books, documents, and records of NCHC necessary to certify the nature and extent of such services.
- 17. Nondiscrimination. NCHC will not discriminate against any consumer of services provided under this Agreement because of age, race, creed, color, sex or handicap. To the extent required by federal or state law, NCHC agrees that in performing work under this Agreement, NCHC will not discriminate against any employee or applicant for employment because of their age, race, creed, color, handicap, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, membership in the National Guard, state defense force or any other reserve component of the military forces of the United States or the State of Wisconsin, or use or nonuse of lawful products off the employer's premises during nonworking hours. This prohibition shall include, but not be limited to, discrimination in employment promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. NCHC agrees to take affirmative action to ensure equal employment opportunities, and to post in a conspicuous place available for employees and applicants for employment notices setting forth these nondiscrimination provisions.

- 18. <u>Corporate Compliance</u>. The County acknowledges the commitment of NCHC to carry out the provision of health care and all related activities consistent with the highest ethical, moral and legal standards, as well as the adoption by NCHC of a corporate compliance plan to do so. The County will make its employees, agents, directors and officers aware of this commitment and ensure their compliance with it in all respects.
- 19. <u>Health Insurance Portability and Accountability Act (HIPAA) Compliance</u>. NCHC agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") to the extent those regulations apply to the services NCHC provides or purchases with funds provided under this Agreement. NCHC shall comply with all requirements of HIPPA as it applies to NCHC's services under this Agreement and shall execute a Business Associate Agreement with the County.
- 20. <u>Confidentiality</u>. Unless otherwise required by law, both parties agree to maintain the confidentiality of all reports, documents and recommendations provided to them and not to disclose or share such report with any other consultant or any other party not directly employed by them. Additionally, each party will comply with all laws and regulations relating to confidentiality of patient information.
- 21. Exclusion from Federal Health Care Programs. NCHC hereby represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care programs, including Medicare and Medicaid. NCHC agrees to immediately notify the County of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid, with respect to it or any of its employees or contractors. In the event that NCHC is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that NCHC is in breach of this requirements, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.
- 22. <u>Non-Debarment Clause</u>. NCHC certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. North Central Health Care further agrees and certifies that this clause shall be included in any subcontract of this Agreement.
- 23. Non-Appropriation of Funds. Notwithstanding anything contained in this Agreement to the contrary, no event of default shall be deemed to have occurred under this Agreement if adequate funds are not appropriated during a subsequent fiscal period during the term of this Agreement to enable the County to meet its obligations hereunder, and at least thirty (30) days' written notice of the non-appropriation.
- 24. <u>Assignment</u>. NCHC shall not assign this Agreement without the County's written consent.

25. <u>Notices</u>. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by registered mail to the following applicable party at the following address:

To NCHC, by addressing to:

NCHC Board Attention: Chief Executive Officer North Central Health Care 1100 Lake View Dr. Wausau, WI, 54403-6799

To County, by addressing to:

Lincoln County Attention: Administrative Coordinator Administration Department 801 N. Sales Street, Suite 205 Merrill, WI 54452

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.

- 26. <u>Inspection</u>. The County and its authorized representatives shall have the right, upon giving reasonable notice and at reasonable times, to enter the Facility or any part thereof and inspect the same for the purpose of determining NCHC's compliance with the terms of this Agreement.
- 27. Records. NCHC 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 NCHC's compliance with this Agreement. All records will be maintained and will be in the possession of NCHC. NCHC will disclose no client-identifying information relating to eligible clients who receive services under this Agreement 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 Agreement 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 four 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 Agreement for the purpose of an audit or investigation, they shall notify the other party of the nature and scope of the request.

- 28. <u>Waiver and Modification</u>. This Agreement, 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 Agreement.
- 29. <u>Automatic Modification</u>. 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, the NCHC shall notify the County of the needed modifications or changes and this Agreement shall be modified or terminated in a manner consistent with law and mutually agreeable to the parties.
- 30. No Joint Venture or Partnership. Nothing contained in this Agreement shall constitute the relationship of principal and agent or of partnership or of joint venture, or of any association between NCHC and the County other than that created by the Joint County Agreement referenced herein above.
- 31. <u>Employment</u>. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create, an employment relationship between the County and NCHC, NCHC staff or to allow the County to exercise control or direction over the manner or method by which they perform the services called for under this Agreement, which services will be provided in an manner consistent with a professional standard care and the provisions of this Agreement. In performing services under this Agreement, NCHC and NCHC staff shall clearly identify themselves as employees of North Central Health Care.
- 32. <u>Dispute Resolution</u>. If a dispute related to this Agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawful suit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this Agreement, the parties shall continue to perform according to the terms and conditions of the Agreement during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its success chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to

dispute resolution shall be included in all Agreements pertaining to this project so as to provide expedient dispute resolution.

- 33. <u>Force Majeure</u>. Neither party shall be responsible for the non-performance of its obligations under this Agreement if such non-performance is caused directly or indirectly by acts of God, acts of civil or military authority, civil disturbance, war, terrorism, fires, or strikes. The party so affected shall give notice to the other party and shall do everything reasonably possible to resume performance.
- 34. <u>Captions</u>. Captions are used throughout this Agreement for convenience or reference only and shall not be considered in any manner in the construction or interpretation of this Agreement.
- 35. Severability. If any of the terms of this Agreement 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.
- 36. <u>Construction</u>. This Agreement shall be construed according to the laws of the State of Wisconsin. This Agreement 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' relatives bargaining powers.
- 37. Other Documents. Each of the parties agrees to sign any other documents as may be appropriate to carry out the intentions expressed in this Agreement.
- 38. <u>Entire Agreement</u>. This Agreement, 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 Agreement.
- 39. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
- 40. <u>Parties Bound</u>. Each provision of this Agreement shall extend to and shall, as the case might require, bind and inure to the benefit of the County and NCHC and their respective legal representatives, successors and assigns.

NORTH CENTRAL COMMUNITY SERVCIES PROGRAM BOARD:

By: Jeff Zhay, Chair

By: Michael Loy, CEO

LINCOLN COUNTY BOARD OF SUPERVISORS:

By: A CENT SE

EXHIBIT A. SERVICES PROVIDED

North Central Community Services Program (NCHC) will provide management and operating services for the Facility as follows:

- 1. <u>Care and Services</u>. Residential habilitative and rehabilitative services, together with medical, food, laundry and other services appropriate for a nursing care facility for Facility residents. Based on the projected community needs, Pine Crest services will include:
 - a. Long-term care, including long-term care for the protectively placed and vulnerable with complex medical or behavioral health needs who are difficult to care for and are likely not to have access to other nursing homes in Lincoln County.
 - b. Dementia care services for the protectively placed and vulnerable.
 - c. Short-term rehabilitation for the medically complex or individuals with a behavioral health diagnosis.
 - d. Hospice care.
- 2. Rates and Collections. County authorizes and directs NCHC to set all rates charged for its services to Facility residents or patients, and to collect and receive any and all charges, rents, or payments which may at any time be made or become due for those services. NCHC shall also evict residents or take legal action against residents delinquent in charges for services provided at Facility. NCHC shall negotiate the terms of and execute, third-party payor contracts on behalf of the County. NCHC will manage and administer the Facility's participation in and performance of services under, third-party payor contracts. NCHC will not disclose any information relating to any third party contract.
- 3. <u>Contracts</u>. On behalf of the County, negotiating, entering into and administering all leases, contracts and agreements for the purchase, lease, maintenance, and repair of all equipment, supplies, materials and services necessary and appropriate for the operation of the Facilities.
 - 4. <u>Inventories</u>. Ordering and maintaining appropriate inventories of supplies.
- 5. <u>Personnel</u>. Hire, pay, supervise, and discharge personnel employed at the Facility as it deems necessary to operate the Facility. All employees, including the Administrator, shall be hired as employees of NCHC and compensation and personnel policies shall be the responsibility of NCHC. NCHC will manage the payroll for the employees of the Facility, taxes, and other obligations arising out of services performed by the Facility or personnel.

NCHC will administer systems for the development, preparation and custody of records and books of account, including financial and employee records, relating to the business and affairs of the Facility.

- 6. <u>Equipment and Supplies</u>. Make all contracts, place all orders for supplies and all other necessary services as well as appliances, equipment, materials and supplies necessary to properly operate the Facility.
- 7. <u>Regulatory Compliance</u>. Take all action necessary to comply with all applicable laws and any orders, penalties, or requirements affecting the Facility issued by any federal, state or municipal authority.

EXHIBIT B. COMPENSATION

NCHC shall receive an annual tax levy contribution to operations of \$440,815. This amount may be amended by the County during the annual budget process or upon request by NCHC.

NCHC shall be designated to receive and use all funding designated by other agencies on behalf of the County designated solely for the operation of the County's skilled nursing facility. This includes but is not limited to funding from other agencies such as the State of Wisconsin's Supplemental Payment and Certified Public Expenditures Funds as available.

EXHIBIT C. PERFORMANCE EXPECTATIONS

The County shall have the following performance expectations of NCHC in the management of Pine Crest and NCHC shall report to the County's Administrative & Legislative Committee at reasonable intervals in regards to:

- 1. Scope of Services Provided and Corresponding Admissions Criteria
 - a. The County shall be notified of any proposed changes in licensed beds, services provided and/or any substantive changes to admissions criteria that would materially impact the Mission or services of Pine Crest.
- 2. Employee Retention, Engagement and Competency
 - a. Staff retention rates for Pine Crest, Employee Engagement Surveys, and Competency (Training) reports will be produced annually.
- 3. Regulatory Compliance and Quality of Care
 - a. All announced and unannounced State Survey results will be reported to the County as soon as they have been finalized. NCHC shall measure and regularly report on a number of relevant quality of care indicators. The County's expectation of Pine Crest is that it remains a four (4) star facility or better as determined by the Center for Medicare and Medicaid Services (CMS).
- 4. Financial Performance, Rates and Collections
 - a. An annual reporting of Financial Performance, Rates and Collections will be delivered to the County in the annual audit in addition to detailed information produced annually in the development of the proposed budget.
- 5. Tax Levy and Operating Performance Targets
 - a. Pine Crest's census will be managed with an appropriate payer mix to achieve financial viability given the County's annual tax levy appropriation. Reporting on defined operating performance targets will be made available to the County Board semi-annually along with other quality of care and financial performance information.

EXHIBIT D.

AGREEMENTS STIPULATED TO IN THE INITIAL TRANSFER OF MANAGEMENT RESPONSBILITIES OF PINE CREST FROM LINCOLN COUNTY TO NORTH CENTRAL HEALTH CARE

The County and NCHC agree to the following items as conditions of the transfer as follows:

- 1. Assets. County agrees to the transfer of Pine Crest Assets as follows:
 - a. Lincoln County will retain all cash and cash equivalents related to operations of Pine Crest prior to January 1, 2020 as determined at the close of the 2019 fiscal reporting year.
 - b. Lincoln County will provide the necessary operational start-up cash as agreed to by Lincoln County's Finance Director and NCHC's Chief Financial Officer, and as approved by Lincoln County's Finance Committee.
 - c. County agrees to transfer all assets of the Facility, excluding building and maintenance related equipment, to NCHC whereby these assets would be reported on the financial statement of NCHC as assets of Pine Crest in the same manner as established and stipulated within the Joint County Agreement.
 - d. Lincoln County will transfer and NCHC will accept all GASB 68 & 75 related assets related to employees of Pine Crest Nursing Home at the time of the transfer as of January 1, 2020.
- 2. <u>Accrued Liabilities</u>. County agrees to transfer the necessary funding to fully fund any outstanding liabilities related to current operations and employees of Pine Crest as follows:
 - a. Lincoln County will pay all accounts payable related to the operations of Pine Crest prior to January 1, 2020 as determined at the close of the 2019 fiscal reporting year.
 - b. Lincoln County employees will have eligible leave balances calculated as of December 31, 2019, paid out by Lincoln County as:
 - i. A conversion of current and accrued vacation and payment to NCHC to fund a paid leave balance
 - c. Lincoln County will transfer and NCHC will accept all GASB 68 & 75 related liabilities related to employees of Pine Crest Nursing Home at the time of the transfer as of January 1, 2020.
 - d. Lincoln County will pay for all Incurred But Not Reported (IBNR) for all employee benefits plans, workers compensation programs and insurance programs related to the operation of Pine Crest prior to January 1, 2020.

- 3. <u>Long-Term Liabilities</u>. NCHC agrees to assume the long-term liabilities balances as of January 1, 2020 on behalf of the County. Lincoln County will continue to service all debt related to Pine Crest long-term liabilities, with reimbursement from NCHC, as payments come due.
- 4. <u>Facility Maintenance Staff</u>. NCHC agrees to transfer the Maintenance Staff from Pine Crest to the County. County agrees to fund these position using other tax levy funding other than the Compensation listed in Exhibit B. County further agrees to continue to provide maintenance service to Pine Crest in a similar method and effort as what was in place prior to the transfer unless amended through mutual agreement of the parties.
- 5. <u>Information Technology Services</u>. County agrees to provide all Information Technology Services currently provided to Pine Crest by Lincoln County staff until December 31, 2020. At which time, County will transfer Information Technology Services to NCHC to be managed by the City-County Information Technology Commission. NCHC will provide a reasonable cost related to the transfer of these services, to be agreed upon by NCHC and Lincoln County.
- 6. <u>Employee Tenure</u>. NCHC agrees to recognize all years of service at Pine Crest for purposes of service related benefits and recognition regardless of when Pine Crest Employees became NCHC employees.
- 7. Governance of Pine Crest. County agrees to dissolve the Pine Crest Board of Trustees and transfer the oversight of Pine Crest to the NCCSP Board. NCHC agrees to create a Nursing Home Operations Committee as Committee under the North Central Community Services Program Board as follows:
 - a. Purpose: The Nursing Home Operations Committee is appointed by the North Central Community Services Program Board to oversee the operations of the Lincoln County nursing home (Pine Crest), and the Marathon County nursing home (Mount View Care Center). Specifically, the Committee is charged with the successful regional operational integration of the two nursing homes while also monitoring and responding to local needs of each nursing home. The Committee works closely with the NCHC CEO, Nursing Home Operations Executive and CFO, providing expertise, establishing expectations of operations and monitoring those expectations, including quality of care. The Committee provides consultation with regards to the broad strategic direction for the Nursing Home.
 - b. Members: Minimum of seven (7) member committee consisting of representatives from the North Central Community Services Program Board (51.42 Board) and the general public who are residents of

Lincoln and Marathon County with knowledge and/or expertise in long term care, healthcare, and/or business and industry. Members will be appointed annually by the NCCSP Board Chair. Three (3) members will be Lincoln County residents with not less than one (1) of the three (3) members being a Lincoln County appointee to the NCCSP Board. Three (3) members will be Marathon County residents with not less than one (1) of the three (3) being a Marathon County appointee to the NCCSP Board. One (1) additional at-large member shall be a community member with expert knowledge and experience in the long term care industry who shall be a resident of either Lincoln or Marathon County. The Committee shall be chaired only by a member of the NCCSP Board appointed to the Committee by the NCCSP Board Chair. All current Pine Crest Board of Trustee Directors will be offered the opportunity for initial appointment to the Committee.

c. Authority: Reports to and makes recommendations to the NCCSP Board when policy changes are needed. Certain policy decision recommendations must be forwarded by the NCCSP Board to each respective county as stipulated in the Management Agreement with each county for consideration prior to implementation. The Committee will be involved in operational consultation, strategic planning and monitoring performance expectations.

1st AMENDMENT TO NURSING HOME MANAGEMENT AGREEMENT

WHEREAS, Lincoln County and North Central Health Care ("NCHC"), collectively referred to as the "Parties", entered into a Nursing Home Management Agreement ("Agreement") on or around 1st day of January, 2020; and

WHEREAS, by virtue of the Agreement, NCHC has assumed management and operations of Pine Crest Nursing Home ("Pine Crest") beginning January 1, 2020; and

WHEREAS, Lincoln County is currently in contract negotiations with a private entity for the sale and transfer of Pine Crest; and

WHEREAS, at the time the Nursing Home Management Agreement was negotiated with NCHC, Lincoln County did not contemplate the potential future sale and transfer of Pine Crest to an unrelated 3rd party buyer and, as a result, it transferred certain property and rights to NCHC that are now instrumental in its bargaining and negotiations with the 3rd party buyer; and

WHEREAS, at the time the Nursing Home Management Agreement was negotiated with NCHC, the Agreement did not provide for early termination of the Agreement by mutual agreement of the parties; and

WHEREAS, in addition, the Agreement did not contemplate early termination in the event of sale and transfer of Pine Crest to an unrelated 3rd party buyer; and

WHEREAS, given the close partnership between Lincoln County and NCHC, NCHC's continued dedication and commitment to serving its county partners, and the Parties' mutual resolve to remove any barriers and hindrances that could obstruct or delay the sale and transfer deemed beneficial to Lincoln County, the Parties mutually agree to amend the Agreement in order to help facilitate the sale and transfer of Pine Crest and to allow early termination conditioned upon successful sale; and

NOW, **THEREFORE**, in consideration of the above premises, the mutual promises and covenants of the Parties set forth herein, and for other good and valuable consideration the receipt of which are hereby acknowledged, the Parties agree as follows:

Obligations of NCHC

- 1. Upon sale of Pine Crest or mutual agreement for termination of the Nursing Home Management Agreement, NCHC shall transfer all equipment and personal property on Pine Crest premises to Lincoln County or 3rd party buyer at Lincoln County's direction.
- 2. NCHC shall revise NCHC's sick leave policy as it pertains to Pine Crest employee accrued sick leave bank, which revision shall be contingent upon approval of this amendment by the Lincoln County Board of Supervisors, and which revision shall provide for payout of accrued sick leave benefits to all employees whose sick leave benefits have not yet been vested under the condition that the employee remains employed with the 3rd party buyer of Pine Crest for six (6) months following the date of transfer.

- 3. Upon sale and transfer of Pine Crest to 3rd party buyer, NCHC shall not offer sick leave benefit payout to any former NCHC employee that fails to remain employed by the 3rd party buyer for six (6) months following the date of transfer.
- 4. NCHC shall not actively solicit any employee of Pine Crest for six (6) months following the sale and transfer to 3rd party buyer but shall be permitted to hire, at its discretion, those individuals or positions that separate employment from, or are deemed surplus to requirement by, the 3rd party buyer.
- 5. NCHC shall waive early notice of termination in the event of sale or transfer of Pine Crest to a 3rd party buyer.
- 6. NCHC shall continue to manage and operate Pine Crest until the sale and transfer to 3rd party buyer is finalized and, during the interim period until the transfer is complete, shall adhere to service and quality expectations in accordance with requirements of the Agreement and with commonly accepted standards within the nursing home industry. Furthermore, NCHC shall refrain from, and indemnify Lincoln County for damages resulting from, any gross negligence in operations or any other intentional and malicious conduct that would result in harm to Lincoln County.
- 7. In the event of mutual termination of Agreement, even in absence of a sale and transfer to 3rd party buyer, NCHC shall transfer all employees back to Lincoln Co. and, dependent on the future timing of any such mutual termination, if applicable, shall offer employee incentives as described in Paragraphs 2-4 above.

Obligations of Lincoln County

- 1. Pine Crest shall indemnify and compensate NCHC, via a lump sum cash payment, for all losses associated with the management and operation of Pine Crest, encompassing depreciation of equipment and other personal property, as well as the payout of sick leave benefits. Additionally, Lincoln County commits to being responsible for any supplementary compensation for losses should the sale or transfer to a third party not be completed, and the management company is required to continue operations beyond calendar year 2024.
- 2. Lincoln County's obligation to compensate and indemnify NCHC for losses, as described in the aforementioned paragraph, shall be applicable to management operations from calendar year 2023 onwards until the cessation of NCHC's management resulting from the sale and transfer to 3rd party buyer. However, Lincoln County shall not be obligated to make a lump sum payment for losses incurred in calendar years 2020 and 2021. Instead, the negative fund balance for these years will be netted against Lincoln County's Wis. Stat. §§ 51.42 & 51.437 fund balance. Lincoln County agrees to collaborate with NCHC

in developing a comprehensive plan aimed at reaching fund level balance as provided in North Central Health Care's fund balance policy.

Other Miscellaneous Agreements and Obligations Between the Parties

- 1. The "Obligations" of the Parties, as outlined above, shall remain binding on the parties in the event of a mutual termination of the Agreement even in the absence of a sale and transfer of Pine Crest to a 3rd party buyer.
- 2. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect, and remain binding on the parties, in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment shall control.

NORTH CENTRAL HEALTH CARE

LINCOLN COUNTY

By: Gary D. Olsen