

<u>OFFICIAL NOTICE AND <mark>AMENDED</mark> AGENDA</u>

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:

Thursday, June 26, 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 number:

Meeting Link: https://ccitc.webex.com/ccitc/j.php?MTID=m972f1fbb7a384aa0187e03a2dcd388b2 Meeting number: 1-408-418-9388 Access Code: 2486 738 3752 Password: 1234

<mark>AMENDED</mark> AGENDA

- 1. Call to Order
- 2. Public Comment for Matters Appearing on the Agenda (Limited to 15 Minutes)
- 3. Approval of May 28, 2025 Executive Committee Meeting Minutes
- 4. Educational Presentations, Committee Discussion, and Organizational Updates
 - a. Financial Update J. Hake
 - b. Pine Crest Nursing Home Update G. Olsen
 - c. Overview and update on NCHC's Compliance Program, including current initiatives, process improvements, and emerging compliance matters as they relate to organizational risk, with the intent of informing and providing context for the Executive Committee's subsequent closed session discussion B. Petersen
- 5. Discussion and Possible Action
 - a. ACTION: Approval to submit letter of intent for Crisis Urgent Care and Observation Facility (CUCOF) J. Hake
 - b. 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
 - c. ACTION: Discussion with Possible Action 2026 Budget Schedule Timeline and Schedule J. Hake/G. Olsen
 - d. ACTION: Presentation by UW Extension, Sarah Schlosser and Elizabeth McCrank and Approval of Strategic Planning Process J. Hake/G. Olsen
 - e. ACTION: Update and Possible Action Regarding Vocational Supportive Employment Program G. Olsen
 - f. ACTION: Approval of Executive Director Work Plan G. Olsen

6. CLOSED SESSION

- a. Motion to go into Closed Session (roll call vote suggested):
 - 1. Pursuant to Wis. Stat 19.85(1)(g) for purpose of "[c]conferring 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 which it is or is likely to become involved", to wit:

- i. Update from legal counsel on outcome of DOL mediation and future case strategy as it pertains to Chavez-DeRemer v. North Central Health Care, 24-cv-320-wmc
- ii. Update from legal counsel on pending litigation, current legal issues and analysis, and future case strategy as it pertains to Emmerich v. North Central Health Care Facility, Marathon County Circuit Court Case No. 2024CV000495.
- iii. Update from legal counsel on pending litigation and future case strategy as it pertains to Lisa A. Peterson vs North Central Health Care et al, Marathon County Case No. 25CV345
- iv. Provide case updates on other pending employment law cases currently before DWD or EEOC.
- v. Motion to Return to Open Session (Roll Call Vote Unnecessary) and Possible Announcements and/or Action Regarding Closed Session item
- 2. Pursuant to Wis. Stat. 19.85(1)(g), for purpose of "[c]conferring 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 which it is or is likely to become involved", and pursuant to Wis. Stat. 19.85(1)(f) for the purpose of "[C]onsidering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary investigation of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would likely to have substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations", to wit: Presentation of a quarterly report on compliance and quality to the Executive Committee the contents of which will involve discussion of events or occurrences which may have future legal implications on the organization and the legal evaluation of those implications and which contents also involve discussions regarding specific individuals and their role in certain compliance related matters, issues and or investigations.
 - i. 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, July 30, 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

Presiding Officer or Designee

DATE: 06/25/2025 TIME: 9:30 AM BY: D. Osowski



NORTH CENTRAL COMMUNITY SERVICES PROGRAM EXECUTIVE COMMITTEE MEETING MINUTES

May 28, 202	25	1:00 p.m.	Nort	h Central Health Care
Present:	Х	Kurt Gibbs	Х	Renee Krueger
	Х	Lance Leonhard	Х	Robin Stowe

Staff Present: Gary Olsen, Jason Hake, Vicki Tylka, Marnie Bredlau, Ryan Hanson(Virtual)

Others Present: Mike Puerner, Marathon County Corporation Counsel, Dejan Adzic, Marathon County Deputy Corporation Counsel

Call to Order

• The meeting was called to order by Chair Gibbs at 1:00 p.m.

Public Comment for Matters Appearing on the Agenda

• None

Approval of Executive Committee Meeting Minutes

• **Motion**/second, Stowe/Krueger, to approve the April 29, 2025 Executive Committee meeting minutes. Motion carried.

Financial Update

- Mr. Hake reviewed financials through April noting they continue to be very consistent with prior months. Overall, there is net income of \$873,000 for the month and \$3.6 million year-to-date. The self-funded health insurance is doing well compared to last year.
- Fund Balance report now includes minimum (20%) and maximum (35%) target amounts. The Committee will review the current practice for fund balance and investments and may consider possible revisions i.e. organizationally vs by county, strategic priorities, planning for capital expenditures i.e. EHR system, etc.

2026 Budget Calendar

• The 2026 proposed budget will be presented to the Committee August 27 for review and approval. Input from the Committee is requested regarding 2026 revenues and expenses i.e. cost of living increase, salaries, census, rates, health insurance, long range/strategic planning for capital purchases i.e. EHR and financial systems, etc.

Appoint Chet Strebe as Citizen Member of CCITC Board of Directors

- Each municipality must approve the recommendation of CCITC Board of Directors.
- **Motion**/second, Krueger/Leonhard, to approve Chet Strebe as citizen member of the CCITC Board of Directors. Motion carried.

Medical Staff Recommendations

• **Motion**/second, Leonhard/Stowe, to approve the recommendations of the Medical Staff for amendments to Shamim Anwar, M.D., Ridhwi Mukerji, M.D., and Bret Stysly, M.D. Motion carried.

New Position Requests

- J. Hake reviewed each of the following three requests for changes to current positions:
 - o Billing Analyst, Patient Finance, net impact \$5,450
 - o Manager of Pharmacy, Pharmacy, net impact \$13,158
 - Pharmacy Buyer, Pharmacy, net impact \$5,139
- **Motion**/second, Krueger/Leonhard, to approve all three position changes up to the net impact as referenced. Motion carried.

Senior Leadership Work Plans

- 2025-2026 Senior Leadership Work Plan was reviewed.
- **Motion**/second, Leonhard/Stowe, to approve the work plans with the incorporation of the comments by staff and committee:
 - Input from NCCSP Board in the organization-wide strategic plan
 - Management of Pine Crest and potential transfer of operations
 - o Include Lincoln County law enforcement in meetings/discussions
 - 5-year capital plan (including IT expenditures)
- Motion carried.

North Central Health Care's Contractual Relationship with Pine Crest Nursing Home in light of the potential stale and threat of litigation which could impact the sale

- Ms. Krueger informed the committee that Lincoln County is considering an asset purchase agreement of Pine Crest Nursing Home which also impacts the Nursing Home Management Agreement.
- The Committee discussed the impact of the potential sale on employees, residents, NCHC, as well as how it affects the current management agreement.
- **Motion**/second, Leonhard/Stowe, to postpone action until the next scheduled NCHC Executive Committee meeting. Motion carried with Ms. Krueger in abstention.

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

• Ms. Krueger informed the committee that this sale, should it be finalized, will occur much more quickly than last time, therefore, the request is that the Executive Director and the Pine Crest Nursing Home Operations Director be given the authority to begin working together to assess what needs to occur for a quick and seamless transition.

• **Motion**/second, Stowe/Leonhard to authorize the Executive Director to work directly with the 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 and request the Executive Director to provide the Executive Committee with an update on time spent on this transition process. Motion carried with Ms. Krueger in abstention.

Closed Session

- Discussion regarding settlement authority for upcoming mediation in Case No. 24-cv-320-wmc. Attorney Oyvind Wistrom joined the Committee meeting.
- Mr. Adzic provided information on necessity of a closed session. As previously involved in these settlement discussions there is attorney client privilege type of information as well as attorney work product information that gets shared. If these types of discussions were to occur in open session this would be at a disadvantage to North Central Health Care as it pertains to its position within the litigation. These privileges are generally protected because they benefit the parties or litigants involved and it would not be in our advantage to waive those privileges that are provided to us and in order to preserve them that's why it would be beneficial to go into closed session at these types of discussions both for purposes of our position in the mediation as well as our general approach and strategy to this entire litigation.
 - Motion/second, Leonhard/Stowe, 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. Roll call taken. All indicated aye. Meeting convened in closed session about 3:00 p.m. Staff and legal counsel were permitted to remain in closed session.
- Motion to Return to Open Session and Possible Announcements and/or Action Regarding Closed Session item
 - **Motion**/second, Stowe/Leonhard, to return to open session at 3:29 p.m. Motion carried.
 - Committee provided direction that the attorneys will take into consideration.
- Discussion and strategy as to employee complaint and employment matter over which the committee has jurisdiction.

- Mr. Puerner provided information on the necessity of a closed session. The committee previously considered in closed session an item related to a specific complaint regarding an employee over which the committee has direct oversight responsibility. The committee gave direction at that time to Mr. Puerner and subsequently did follow that direction. Mr. Puerner has results to report from outside counsel relative to the conclusion of that complaint investigation. Therefore, for the purposes outlined in the potential motion it would be important to go into closed session to protect the confidentiality of the investigation as well as the information about the employees over whom the investigation was conducted and discussing the litigation strategy or other legal advice related to potential litigation would also be important.
 - Motion/second, Stowe/Krueger, 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. Roll call vote taken. All indicated aye. Attorney Puerner remained in closed session. Motion carried. Meeting convened in closed session about 3:32 p.m.
- Motion to Return to Open Session (Roll Call Vote Unnecessary) and Possible Announcements and/or Action Regarding Closed Session item
 - **Motion**/second, Stowe/Leonhard to return to open session about 5:05 p.m. Motion carried.
 - **Motion**/second, Krueger/Stowe, to accept the investigation summary and place report in appropriate file. Motion carried.

Next Meeting Date, Time, Location and Future Agenda Items

• Next meeting moved to Thursday, June 26, 2025 at 1:00 p.m.

Adjournment

• Motion/second, Krueger/Stowe, to adjourn the meeting at 5:06 p.m. Motion carried.

Minutes prepared by Debbie Osowski, Senior Executive Assistant

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

	Revenue				Expense		Net Income/	Variance
	Actual	Budget	Variance	Actual	Budget	Variance	(Loss)	From Budget
BEHAVIORAL HEALTH SERVICES	/ totadi	Duugot	Valianoo	710100	Duugot	Vananoo	(2000)	Tiom Budget
Adult Behavioral Health Hospital	656,957	667,513	(10,556)	570,069	492,385	(77,684)	86,889	(88,240)
Adult Crisis Stabilization Facility	318,553	203,299	115,253	180,423	164,136	(16,287)	138,130	98,967
Lakeside Recovery MMT	135,285	127,935	7,350	146,357	131,311	(15,045)	(11,072)	(7,695)
Youth Behavioral Health Hospital	327,655	273,930	53,725	308.320	314,065	5,745	19,335	59,470
Youth Crisis Stabilization Facility	129,380	126,847	2,534	114,526	109,340	(5,186)	14,854	(2,652)
Contracted Services (Out of County Placements)	120,000	120,047	2,004	106,049	153,778	47,729	(106,049)	47,729
Crisis Services	261,937	250,205	11.733	233,730	242,262	8,531	28,207	20,264
Psychiatry Residency	7.934	20,171	(12,236)	25,448	43.310	17.862	(17,513)	5,626
r syoniar y residency	1,837,702	1,669,899	167.803	1,684,922	1,650,587	(34,335)	152.781	133,468
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COMMUNITY SERVICES								
Outpatient Services (Marathon)	447,787	493,727	(45,940)	487,316	532,739	45,423	(39,529)	(517)
Outpatient Services (Lincoln)	91,713	89,548	2,166	58,431	79,192	20,760	33,282	22,926
Outpatient Services (Langlade)	84,195	79,577	4,618	71,197	65,655	(5,542)	12,997	(924)
Community Treatment Adult (Marathon)	584,229	491,794	92,435	590,995	581,271	(9,725)	(6,766)	82,711
Community Treatment Adult (Lincoln)	80,631	74,794	5,837	92,899	82,177	(10,722)	(12,268)	(4,885)
Community Treatment Adult (Langlade)	30,603	28,560	2,043	37,793	40,522	2,730	(7,190)	4,773
Community Treatment Youth (Marathon)	670,424	549,475	120,949	636,800	593,617	(43,183)	33,624	77,765
Community Treatment Youth (Lincoln)	208,551	157,638	50,914	188,785	169,227	(19,558)	19,767	31,355
Community Treatment Youth (Langlade)	169,534	113,267	56,267	152,754	127,926	(24,827)	16,781	31,440
Hope House (Sober Living Marathon)	5,143	6,559	(1,416)	9,508	8,895	(614)	(4,366)	(2,030)
Sober Living (Langlade)	4,596	3,231	1,365	8,339	6,125	(2,215)	(3,743)	(850)
Adult Protective Services	33,940	69,680	(35,740)	152,015	73,408	(78,607)	(118,075)	(114,347)
Jail Meals (Marathon)	-	-	-	-	-	-	-	-
	2,411,347	2,157,850	253,497	2,486,834	2,360,754	(126,079)	(75,487)	127,417
COMMUNITY LIVING								
Day Services (Langlade)	23,395	25,254	(1,859)	26,904	25,034	(1,870)	(3,509)	(3,729)
Supportive Employment Program	15,224	22,926	(7,702)	20,536	26,417	5,882	(5,312)	(1,820)
Supportive Employment Program	38,619	48,180	(9,561)	47,440	51,451	4,012	(8,821)	(5,549)
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NURSING HOMES								
Mount View Care Center	3,814,170	2,080,135	1,734,035	2,155,559	1,876,327	(279,232)	1,658,611	1,454,803
Pine Crest Nursing Home	1,199,633	1,245,062	(45,429)	1,150,819	1,202,118	51,299	48,814	5,870
	5,013,803	3,325,197	1,688,606	3,306,378	3,078,445	(227,933)	1,707,425	1,460,673
Pharmacy	593,569	597,490	(3,921)	634,044	630,146	(3,897)	(40,475)	(7,818)
OTHER PROGRAMS								
Aquatic Services	102,473	98,301	4,172	91,983	111,584	19,602	10,491	23,773
Birth To Three	-	-	-	-	-	-	-	-
Demand Transportation	35,283	34,982	301	45,733	48,931	3,198	(10,449)	3,499
	137,757	133,284	4,473	137,716	160,515	22,800	41	27,273
Total NCHC Service Programs	10,032,796	7,931,899	2,100,897	8,297,332	7,931,898	(379,380)	1,735,463	1,721,517
SELF-FUNDED INSURANCE TRUST FUNDS								
Health Insurance Trust Fund	665,177	754,739	(89,562)	638,718	754,739	116,020	26,458	26,458
Dental Insurance Trust Fund	34.326	34,459	(133)	25,434	34,459	9,025	8,892	8,892
Total NCHC Self-Funded Insurance Trusts	699,503	789,198	(89,695)	664,153	789,198	125,045	35,350	35,350
	099,003	109,190	(09,095)	004,103	109,190	120,040	30,300	30,300

North Central Health Care Programs by Service Line - Year to Date For the Period Ending May 31, 2025

	Revenue				Expense		Net Income/	Variance	
	Actual	Budget	Variance	Actual	Budget	Variance	(Loss)	From Budget	
BEHAVIORAL HEALTH SERVICES	, 10104	Dadgot	, analisis	/101000	Daagot	, and too	(2000)	- Tom Budget	
Adult Behavioral Health Hospital	3,935,713	3,337,565	598,148	2,623,656	2,461,924	(161,732)	1,312,058	436,416	
Adult Crisis Stabilization Facility	1,786,511	1,016,497	770,015	875.749	820.681	(55,067)	910,763	714.947	
Lakeside Recovery MMT	590.609	639,675	(49,066)	661,505	656,557	(4,948)	(70,896)	(54,014)	
Youth Behavioral Health Hospital	1.685.209	1.369.651	315.558	1.408.291	1.570.324	162.033	276,918	477.591	
Youth Crisis Stabilization Facility	534,427	634,234	(99,807)	554,450	546,701	(7,749)	(20,023)	(107,556)	
Contracted Services (Out of County Placements)	-	-	-	696.935	768.890	71.955	(696,935)	71.955	
Crisis Services	1,293,439	1,251,023	42.416	1,044,441	1,211,309	166,867	248,997	209,284	
Psychiatry Residency	55,569	100,853	(45,283)	119,766	216,548	96,782	(64,197)	51,499	
	9,881,477	8,349,496	1,531,981	7,984,792	8,252,935	268,142	1,896,684	1,800,123	
COMMUNITY SERVICES									
Outpatient Services (Marathon)	2,235,704	2,468,635	(232,931)	2,369,376	2,663,697	294,321	(133,672)	61,390	
Outpatient Services (Lincoln)	482,394	447,738	34,655	330,499	395,958	65,460	151,895	100.115	
Outpatient Services (Langlade)	435,615	397,884	37,731	338,346	328,275	(10,071)	97,268	27,660	
Community Treatment Adult (Marathon)	2,829,030	2,458,969	370,061	2,673,323	2,906,353	233,030	155,707	603,091	
Community Treatment Adult (Maration)	387,930	373.970	13.960	444.946	410.886	(34,060)	(57,016)	(20,100)	
Community Treatment Adult (Langlade)	165,975	142,800	23,175	196.107	202,612	6,505	(30,132)	29,680	
Community Treatment Youth (Marathon)	3.205.687	2.747.377	458.310	2.945.630	2.968.084	22.454	260.056	480.764	
Community Treatment Youth (Lincoln)	3,205,007 974,294	788,189	186,105	2,945,630	2,900,004 846,133	, -	71,861	129,805	
Community Treatment Youth (Lincoln)	974,294 812,995	566,336	246,659	730,855	639,631	(56,300) (91,224)	82,140	155,435	
Hope House (Sober Living Marathon)	26,396	32,795	,	36,611	44,475		,	1,465	
	,	,	(6,399)	,	,	7,864	(10,215)	,	
Sober Living (Langlade) Adult Protective Services	24,881	16,157	8,724	28,561	30,624	2,063	(3,680)	10,787	
	344,532	348,400	(3,868)	538,847	367,042	(171,806)	(194,315)	(175,673)	
Jail Meals (Marathon)	- 11,925,432	- 10,789,250	- 1,136,183	- 11,535,535	- 11,803,771	268,236	389,897	1,404,419	
COMMUNITY LIVING									
Day Services (Langlade)	118.758	126,270	(7,512)	109,284	125,170	15.886	9,474	8,374	
Supportive Employment Program	84,270	114,629	(30,359)	98.402	132,087	33,685	(14,132)	3,326	
Supportive Employment Program	203,028	240,899	(37,872)	207,686	257,257	49,571	(4,658)	11,700	
	200,020	210,000	(01,012)	201,000	201,201	10,071	(1,000)	11,700	
NURSING HOMES									
Mount View Care Center	12,693,358	10,400,676	2,292,683	9,849,565	9,381,636	(467,929)	2,843,793	1,824,753	
Pine Crest Nursing Home	5,936,188	6,225,308	(289,120)	5,823,893	6,010,588	186,695	112,295	(102,425)	
	18,629,546	16,625,984	2,003,563	15,673,458	15,392,224	(281,234)	2,956,089	1,722,329	
Pharmacy	2,862,935	2,987,448	(124,513)	2,809,572	3,150,732	341,161	53,363	216,648	
OTHER PROGRAMS									
Aquatic Services	456,322	491,507	(35,186)	410,471	557,921	147,450	45,851	112,265	
Birth To Three	129,860	-	129,860	129,860	-	(129,860)	· _	· _	
Demand Transportation	221,580	174,911	46,670	198,205	244,655	46,449	23,375	93,119	
•	807,762	666,418	141,344	738,536	802,576	64,040	69,226	205,384	
Total NCHC Service Programs	44,310,179	39,659,494	4,650,685	38,949,579	39,659,495	709,916	5,360,600	5,360,601	
SELF-FUNDED INSURANCE TRUST FUNDS									
Health Insurance Trust Fund	3,370,141	3,773,693	(403,552)	2,791,274	3,773,693	982.418	578,866	578.866	
Dental Insurance Trust Fund	174,474	172,296	2,178	151,650	172,296	20,646	22,824	22,824	
Total NCHC Self-Funded Insurance Trusts	3,544,614	3,945,988	(401,374)	2,942,924	3,945,988	1,003,064	601,690	601,690	
	3,511,014	0,0.0,000	()	_,0 12,024	0,0.0,000	.,000,001		001,000	

North Central Health Care Fund Balance Review For the Period Ending May 31, 2025

	Marathon	Langlade	Lincoln	Total
YTD Appropriation (Tax Levy) Revenue	2,442,091	68,538	441,189	2,951,818
Total Revenue at Period End	31,725,757	2,809,579	9,774,844	44,310,179
County Percent of Total Net Position	71.6%	6.3%	22.1%	
Total Operating Expenses, Year-to-Date * * Excluding Depreciation Expenses to be allocated at the	27,065,594 e end of the year	2,615,212	9,268,773	38,949,579
Share of Operating Cash	23,778,663	2,105,798	7,326,310	33,210,771
Days Cash on Hand	134	122	120	130
Minimum Target - 20%	12,991,485	1,255,302	4,449,011	18,695,798
Over/(Under) Target	14,074,109	1,359,910	4,819,762	20,253,781
Maximum Target - 35%	22,735,099	2,196,778	7,785,769	32,717,646
Over/(Under) Target	1,043,564	(90,980)	(459,460)	493,124
Share of Investments	-	-	-	-
Days Invested Cash	0	0	0	0
Days Invested Cash on Hand Target - 150 Days	26,694,832	2,579,387	9,141,804	38,416,023
Current Percentage of Operating Cash	87.9%	80.5%	79.0%	85.3%
Over/(Under) Minimum Target	14,074,109	1,359,910	4,819,762	20,253,781
Share of Investments	-	-	-	-
Amount Needed to Fulfill Fund Balance Policy	14,074,109	1,359,910	4,819,762	20,253,781

North Central Health Care Review of Services in Marathon County For the Period Ending May 31, 2025

		Revenue			Expense		Net Income/	Variance
	Actual	Budget	Variance	Actual	Budget	Variance	(Loss)	From Budget
Direct Services		•						
Outpatient Services	2,235,704	2,468,635	(232,931)	2,369,376	2,663,697	294,321	(133,672)	61,390
Community Treatment-Adult	2,829,030	2,458,969	370,061	2,673,323	2,906,353	233,030	155,707	603,091
Community Treatment-Youth	3,205,687	2,747,377	458,310	2,945,630	2,968,084	22,454	260,056	480,764
Hope House Sober Living	26,396	32,795	(6,399)	36,611	44,475	7,864	(10,215)	1,465
Demand Transportation	221,580	174,911	46,670	198,205	244,655	46,449	23,375	93,119
Jail Meals	-	-	-	-	-	-	-	-
Aquatic Services	456,322	491,507	(35,186)	410,471	557,921	147,450	45,851	112,265
Mount View Care Center	12,693,358	10,400,676	2,292,683	9,849,565	9,381,636	(467,929)	2,843,793	1,824,753
	21,668,077	18,774,869	2,893,208	18,483,181	18,766,821	283,640	3,184,896	3,176,848
Shared Services								
Adult Behavioral Health Hospital	2,959,012	2,514,989	444,023	1,947,615	1,827,557	(120,058)	1,011,397	323,964
Youth Behavioral Health Hospital	1,251,842	1,017,594	234,248	1,045,415	1,165,697	120,282	206,427	354,529
Residency Program	41,251	74,866	(33,615)	88,906	160,750	71,844	(47,655)	38,229
Supportive Employment Program	62,556	85,092	(22,537)	73,047	98,052	25,006	(10,491)	2,469
Crisis Services	1,065,370	1,033,883	31,487	775,319	899,189	123,870	290,052	155,357
Adult Crisis Stabilization Facility	1,326,179	754,575	571,604	650,093	609,215	(40,878)	676,085	530,726
Youth Crisis Stabilization Facility	396,720	470,810	(74,090)	411,584	405,832	(5,752)	(14,864)	(79,842)
Pharmacy	2,125,239	2,217,668	(92,429)	2,085,626	2,338,879	253,253	39,613	160,824
Lakeside Recovery MMT	455,626	492,050	(36,423)	491,054	487,381	(3,673)	(35,428)	(40,096)
Adult Protective Services	277,487	258,088	19,399	400,002	272,465	(127,536)	(122,515)	(108,138)
Birth To Three	96,399	-	96,399	96,399	-	(96,399)	-	-
Contracted Services (Out of County Placements)		-	-	517,355	570,769	53,415	(517,355)	53,415
	10,057,680	8,919,615	1,138,065	8,582,413	8,835,786	253,374	1,475,267	1,391,438
Excess Revenue/(Expense)	31,725,757	27,694,485	4,031,272	27,065,594	27,602,607	537,013	4,660,163	4,568,286

North Central Health Care Review of Services in Lincoln County For the Period Ending May 31, 2025

		Revenue			Expense		Net Income/	Variance
	Actual	Budget	Variance	Actual	Budget	Variance	(Loss)	From Budget
Direct Services								
Outpatient Services	482,394	447,738	34,655	330,499	395,958	65,460	151,895	100,115
Community Treatment-Adult	387,930	373,970	13,960	444,946	410,886	(34,060)	(57,016)	(20,100)
Community Treatment-Youth	974,294	788,189	186,105	902,433	846,133	(56,300)	71,861	129,805
Pine Crest Nursing Home	5,936,188	6,225,308	(289,120)	5,823,893	6,010,588	186,695	112,295	(102,425)
-	7,780,806	7,835,206	(54,399)	7,501,771	7,663,566	161,795	279,035	107,395
Shared Services								
Adult Behavioral Health Hospital	608,706	517,287	91,418	400,987	376,269	(24,718)	207,718	66,700
Youth Behavioral Health Hospital	256,957	208,729	48,228	215,237	240,001	24,764	41,720	72,993
Residency Program	8,493	15,414	(6,921)	18,304	33,096	14,792	(9,812)	7,871
Supportive Employment Program	12,879	17,519	(4,640)	15,039	20,188	5,148	(2,160)	508
Crisis Services	158,228	151,745	6,483	159,628	185,131	25,503	(1,400)	31,986
Adult Crisis Stabilization Facility	273,042	155,357	117,685	133,845	125,429	(8,416)	139,197	109,269
Youth Crisis Stabilization Facility	81,679	96,933	(15,254)	84,740	83,555	(1,184)	(3,060)	(16,438)
Pharmacy	437,558	456,588	(19,030)	429,402	481,543	52,141	8,156	33,111
Lakeside Recovery MMT	80,064	87,563	(7,499)	101,101	100,345	(756)	(21,038)	(8,255)
Adult Protective Services	56,585	52,591	3,994	82,355	56,097	(26,258)	(25,770)	(22,264)
Birth To Three	19,847	-	19,847	19,847	-	(19,847)	-	-
Contracted Services (Out of County Placements)	-	-	-	106,516	117,514	10,997	(106,516)	10,997
	1,994,038	1,759,726	234,312	1,767,002	1,819,168	52,166	227,036	286,478
Excess Revenue/(Expense)	9,774,844	9,594,931	179,913	9,268,773	9,482,734	213,961	506,071	393,874

North Central Health Care Review of Services in Langlade County For the Period Ending May 31, 2025

		Revenue			Expense		Net Income/	Variance
	Actual	Budget	Variance	Actual	Budget	Variance	(Loss)	From Budget
Direct Services	Notual	Dudget	Valiance	Actual	Dudget	Variance	(2000)	Tiom Budget
Outpatient Services	435,615	397,884	37,731	338,346	328,275	(10,071)	97,268	27,660
Community Treatment-Adult	165,975	142,800	23,175	196,107	202,612	6,505	(30,132)	29,680
Community Treatment-Youth	812,995	566,336	246,659	730,855	639,631	(91,224)	82,140	155,435
Sober Living	24,881	16,157	8,724	28,561	30,624	2,063	(3,680)	10,787
Adult Day Services	118,758	126,270	(7,512)	109,284	125,170	15,886	9,474	8,374
	1,558,223	1,249,447	308,777	1,403,154	1,326,312	(76,841)	155,070	231,935
Shared Services								
Adult Behavioral Health Hospital	367,996	305,289	62,707	275.054	258,098	(16,955)	92,943	45,752
Youth Behavioral Health Hospital	176,410	143,328	33,082	147,640	164,626	16,987	28,770	50,069
Residency Program	5,826	10,573	(4,747)	12,556	22,702	10,146	(6,730)	5,399
Supportive Employment Program	8,834	12,017	(3,183)	10,316	13,848	3,531	(1,482)	349
Crisis Services	69,841	65,394	4,447	109,495	126,989	17,494	(39,654)	21,940
Adult Crisis Stabilization Facility	187,291	106,565	80,725	91,810	86,037	(5,773)	95,481	74,952
Youth Crisis Stabilization Facility	56,027	66,490	(10,463)	58,126	57,314	(812)	(2,099)	(11,276)
Pharmacy	300,139	313,192	(13,053)	294,544	330,310	35,766	5,594	22,712
Lakeside Recovery MMT	54,919	60,063	(5,144)	69,350	68,831	(519)	(14,431)	(5,663)
Adult Protective Services	10,459	37,720	(27,260)	56,491	38,479	(18,011)	(46,031)	(45,272)
Birth To Three	13,614	-	13,614	13,614	-	(13,614)	-	-
Contracted Services (Out of County Placements)	-	-		73,064	80,607	7,544	(73,064)	7,544
	1,251,355	1,120,631	130,724	1,212,058	1,247,841	35,783	39,297	166,507
Excess Revenue/(Expense)	2,809,579	2,370,078	439,501	2,615,212	2,574,154	(41,058)	194,367	398,442

North Central Health Care Summary of Revenue Write-Offs For the Period Ending May 31, 2025

		MTD	YTD		
Behavioral Health Hospitals Charity Care	¢	96,090	¢	327,460	
Administrative Write-Off	\$	96,090 51,709	\$ ¢	327,400 234,781	
Bad Debt	\$ \$	35,606	\$ \$	234,761 344,173	
Dau Debi	φ	35,000	φ	544,175	
Outpatient & Community Treatment					
Charity Care	\$	21,171	\$	124,507	
Administrative Write-Off	\$	3,806	\$	20,072	
Bad Debt	\$	15,100	\$	73,353	
Nursing Home Services					
Charity Care	\$	-	\$	-	
Administrative Write-Off	\$	1,603	\$	45,748	
Bad Debt	\$ \$	15,777	\$	24,102	
	Ŷ		Ŷ	21,102	
Aquatic Services					
Charity Care	\$	-	\$	-	
Administrative Write-Off	\$	-		-	
Bad Debt	\$ \$	-	\$ \$	-	
Pharmacy					
Charity Care	\$	-	\$	-	
Administrative Write-Off	\$ \$	28	\$ \$	150	
Bad Debt	\$	-	\$	-	
Other Services					
Charity Care	\$	-	\$	383	
Administrative Write-Off	\$	-	\$	1,240	
Bad Debt	\$	48	\$	324	
Grand Total	<u>۴</u>	117.004	<u>ф</u>	450.050	
Charity Care	\$	117,261	\$	452,350	
Administrative Write-Off	\$	57,146	\$	301,992	
Bad Debt	\$	66,531	\$	441,953	

				ASHBOAR	_			FISCAL YEAR: 2025								
DEPARTMENT	Metric	TARGET	JAN	FEB	MAR	APR	MAY BEHAVIORAL H		JUL	AUG	SEP	OCT	NOV	DEC	2025 YTD	2024
Adult Hospital	Average Daily Census	9.00	11.19	10.73	10.38	10.30	7.78	IEALTH SERVI							10.08	8.8
Adult Crisis Stabilization Facility	Average Daily Census	9.00	14.35	13.96	13.48	12.53	9.68								12.80	9.0
Lakeside Recovery MMT	Average Daily Census	13.00	11.32	12.00	10.26	8.53	9.97								10.42	9.0
Youth Hospital	Average Daily Census	4.50	4.35	5.07	4.23	4.90	4.55								4.62	4.4
Youth Crisis Stabilization Facility	Billable Units	5,840	3,784	2,946	4,251	5,606	5,210								4359	5514
Youth Out of County Placements (WMHI/MMHI)	Days	150 Annual 37 Monthly	4	6	1	10	15								7	129
Adult Out of County Placements (WMHI/MMHI)	Days	547 Annual 45 Monthly	95	49	67	70	75								71	817
Out of County Placements (Trempealeau)	Days	538 Annual 44 Monthly	93	84	93	97	113								96	837
Out of County Placements (Group Home)	Days	1919 Annual 160 Monthly	168	140	155	150	124								147	2100
							COMMUNI	TY SERVICES								
Hope House - Marathon	Average Daily Census	7.00	5.20	4.90	4.00	6.10	5.5								5.14	6.8
Hope House - Langlade	Average Daily Census	3.00	2.70	1.90	1.20	2.50	2.48								2.16	5.1
							NURSIN	IG HOMES								
Mount View Care Center	Average Daily Census	128.00	126.35	126.71	126.45	124.17	124								125.54	123
Pine Crest	Average Daily Census	82.00	78.00	75.80	77.2	76.2	74.2								76.28	81



To: Executive Committee
From: Gary D. Olsen, MPA, Executive Director
Date: June 19, 2025
RE: Information for the June 26, 2025, Executive Committee Meeting

Pine Crest Nursing Home Update

At its meeting on June 17, 2025, the Lincoln County Board voted to approve the sale of the Pine Crest Nursing Home. According to the Operations Transfer Agreement, the transition of operations is scheduled to take place on August 1, 2025—an accelerated timeline that requires careful coordination.

To support this transition, I have assembled a transition team composed of Directors, Managers, and CCIT staff. This team is actively identifying and addressing key tasks necessary to ensure a smooth and seamless transfer. We will continue to meet regularly to monitor progress and resolve any issues that arise.

In addition, I have been in communication with the new buyers and am assisting in coordinating meetings between them and the relevant managers. These introductions and planning sessions are essential to laying the groundwork for a successful handover of operations.

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

This item is carried over from last month's discussion. The Committee will again be considering the Pine Crest Management Agreement now that the Lincoln County Board has authorized the sale of the facility. A copy of the agreement and amendment is included in the packet.

Discussion with Possible Action 2026 Budget Schedule Timeline and Schedule

The Committee approved the 2026 Budget Timeline and Schedule at last month's meeting, and a copy is included in your packet for reference. As in previous years, the timeline remains highly compressed, which presents challenges in collecting the necessary information—particularly in areas such as employee benefits.

To better support the development of a comprehensive and well-informed budget, Jason Hake and I would like to discuss the potential of shifting final budget approval from August to September. This adjustment would allow us additional time to gather critical data, including census projections, health insurance estimates, and proposed salary adjustments. It would also provide an opportunity for the Committee to be more actively involved in shaping these key components of the budget.

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Antigo Center 1225 Langlade Road Antigo, Wisconsin 54409 715.627.6694 Merrill Center 607 N. Sales Street, Ste. 309 Merrill, Wisconsin 54452 715.536.9482 Mount View Care Center 2400 Marshall Street Wausau, Wisconsin 54403 715.848.4300 Importantly, we are not proposing any increase to the tax levy, so this change should not affect the budget processes of our member counties.

Presentation by UW Extension, Sarah Schlosser and Elizabeth McCrank and Approval of Strategic Planning Process

I have been working with Jason Hake to identify a qualified consultant to assist with updating the organization's strategic plan. The current plan has not been revised for several years and no longer aligns with the vision and direction set by the Executive Committee, particularly following the implementation of the new Tri-County Agreement.

We are recommending the use of UW–Madison Extension for this effort. The Extension team brings valuable experience working with government entities and has presented a well-structured proposal to guide us through the strategic planning process. A copy of their proposal is included in your packet for review.

Sarah Schlosser and Elizabeth McCrank from UW Extension will join the meeting virtually to provide an overview of the proposed approach and answer any questions. We also intend to actively involve the full Board in this process, as strategic planning is a core component of the Board's responsibilities.

Update and Possible Action Regarding Vocational Supportive Employment Program

With the recent resignation of our Vocational Services Coordinator for Langlade County, I have taken steps to ensure continuity of services by arranging for Aligned Employment to assume responsibility for the program. Aligned Employment has previously supported a similar transition in Lincoln County following a staff departure, and that process was completed smoothly and successfully.

Given the effectiveness of that transition and the need for consistent service delivery, we are also working to transition Vocational Services for Marathon County to Aligned Employment. This change will be fully implemented by the end of July.

These vocational programs, while valuable, are not services counties are currently mandated to provide. We are confident that Aligned Employment is well-positioned to continue supporting individuals through high-quality, community-based vocational services.

Approval of Executive Director Work Plan

A copy of my 2025 Work Plan is included in the packet.

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. <u>Services Provided.</u> 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 <u>Exhibit A</u>, attached hereto, and those services set forth below, all for the compensation set forth in <u>Exhibit B</u>, 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. <u>Accounting</u>. 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. <u>Mutual Indemnification and Hold Harmless</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non-Appropriation of Funds</u>. 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. <u>Records</u>. 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. <u>No Joint Venture or Partnership</u>. 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. <u>Severability</u>. 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. <u>Other Documents</u>. 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:

P By: Chair Jef

By: Michael Loy, CEQ

LINCOLN COUNTY BOARD OF SUPERVISORS:

68 By: /4/

Robert Lee, Chair

By: Jason Hake, Administrative Coordinator

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. <u>Rates and Collections</u>. 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. Inventories. 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. <u>Assets</u>. 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. <u>Governance of Pine Crest</u>. 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

- 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

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LINCOLN COUNTY

By: Renee Krueger

2026 BUDGET CALENDAR

Mar 1 – May 31	xecutive Committee shall provide budget guidelines and priorities Executive Director						
March	NCCSP Board provides recommendations on budget priorities or program changes for upcoming budget						
Мау	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 1 st						
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						



June 12, 2025 version This proposal document was updated based on a conversation with the Deputy Executive Director on June 11, 2025.

Strategic Planning Process Proposal for North Central Health Care

The following process proposal is based upon a meeting between NCHC Administrative Leadership and Extension on April 29, 2025. During this meeting, the NCHC Executive Director and Deputy Executive Director requested Extension's assistance with facilitating a strategic planning process. The last NCHC strategic plan was adopted in 2020.

Based on the conversation, Extension understands NCHC's request to include exploring the following questions:

- How does NCHC excel at providing services to the community?
- How can NCHC ensure their goals align with the goals of the counties, and address the counties' pain points?
- How can NCHC ensure they are addressing community needs?
- How does NCHC avoid duplicating services?
- How does NCHC better collaborate with human services, social services, law enforcement, the justice system, health departments, and other community and county partners?
- How can NCHC create a shared set of goals for the organization that are relevant to each department and support organizational culture?

Based on NCHC's intention for this strategic planning process and how rapidly the funding and care needs environment is changing, we recommend that NCHC develop a 3-year strategic plan that is comprised of:

- 1. A trends, gaps, and opportunities summary;
- 2. Strategic priorities and 3-year goals; and
- 3. Short-cycle action plans (e.g. 6-12 months).

A plan of this nature will provide a combination of longer-term strategy and short-term action. It will allow for adaptability and the flexibility to pivot while at the same time keeping in mind a longer-range trajectory aimed at addressing the priorities of NCHC and its county partners.

Proposed Process: The following outline is intended to serve as a high-level overview of the proposed process. All items and timelines are negotiable, and the details within each of the steps will be further fleshed out by the Extension Specialist facilitating the process, and NCHC's Executive Director and Deputy Executive Director during monthly or bi-monthly meetings. Any additions to the process may result in extending the proposed completion date.

- I. <u>Pre-Planning</u>: May-July 2025
 - A. Define the strategic planning process's objectives, scope, scale, and timeline.
 - B. Develop, review, revise, and agree upon a project charter. *Note: If all parties are in agreement with this proposal document, with any agreed-upon revisions, it can serve as the project charter.*
 - C. Conduct a short survey to assess if NCHC's core values and mission remain relevant. (If yes, then they will be revisited at the end of the process to check alignment with the plan. If not, then a step will be added in the process to work on values and mission updates/revisions.)
- II. Data Collection: July-October 2025
 - A. Locate existing data that provides information about relevant trends in the three-county service area (e.g., Community Health Assessments).
 - B. Design and conduct NCHC Directors focus group.
 - C. Design and conduct NCHC staff focus group(s) and survey*.
 - D. Design and conduct a partner focus group(s) and survey*.
 - E. Design and conduct an environmental scan to determine who else is drawing on the same resources (e.g., the Aspirus Health Care expansion's impact on hiring).
 - F. Compile all data sources into a preliminary summary data report.

*The purpose of the survey would be to provide an opportunity for input from anyone who could not participate in a focus group.

- III. <u>Strategic Prioritization</u>: November 2025
 - A. Facilitate a 3-hour in-person workshop where the Senior Leadership, Executive Committee, and Board of Directors will:
 - 1. Look at the data collected and identify trends, gaps, and opportunities;
 - 2. Engage in a mission alignment activity; and
 - 3. Identify priorities and 3-year goals.
- IV. <u>Action Planning</u>: December 2025-January 2026
 - A. Facilitate a 2-hour action planning workshop where the Directors will:
 - 1. Identify what could help and hinder the organization and its units in achieving the 3-year goals;
 - 2. Create 6-12 month action plans that include progress metrics; and
 - 3. Learn how to review action plan progress and generate new action plans on the predetermined schedule (e.g., every 6 or 12 months as determined by the Senior Leadership).

- B. The Directors will create action plans for their part of the organization. As part of creating the action plans, Directors will engage staff and relevant partners.
- V. Plan Finalization and Adoption: February-March 2026
 - A. Write the strategic plan report.
 - B. Review and adoption of the plan by the Executive Committee and the Board of Directors.
- VI. Action Plan Renewal: Every 6-12 months, as determined by Senior Leadership.
 - A. Directors will engage their staff and relevant partners in reviewing progress on action plans and creating the next cycle's action plan.
 - B. Progress reports and new action plans will be shared with the Executive Committee and the Board of Directors.

Proposed Roles: It is important to be clear in the process about the roles and responsibilities of each party. What is outlined below is a suggestion and can be revised based on further conversation with the Executive Director, Deputy Executive Director, and Executive Committee.

- NCHC:
 - <u>Executive Director and Deputy Executive Director</u> Work closely with Extension to ensure all individuals/groups are engaged effectively and appropriately. Manage logistics for in-person workshops. Liaise between their team and the Executive Committee and Board of Directors.
 - <u>Senior Leadership</u> Provide leadership to their team throughout the planning process. Encourage staff participation in focus groups and surveys. Actively participate in examining data, setting priorities, and 3-year goals. Support the Directors with their action planning.
 - <u>Directors</u> Participate in the Directors' focus group. Encourage staff participation in focus groups and surveys. Lead action planning for their part of the organization.
 - <u>Executive Committee</u> Approve and champion the planning process. Actively participate in examining data, setting priorities, and 3-year goals. Review and adopt the strategic plan.
 - <u>Board of Directors</u> Actively participate in examining data, setting priorities, and 3-year goals.
 - <u>Staff</u> Contribute to providing data that will inform the strategic plan. Work with the Directors to contribute to realistic action plans and progress metrics.
- External Partners (of NCHC):
 - <u>County Committees and Departments</u> (e.g., Human/Social Services, Health, Sheriff) - Contribute to providing data that will inform the strategic plan. As needed, work with the Directors to contribute to realistic action plans and progress metrics.

- <u>Community Organizations</u> (e.g., health coalitions, schools) Contribute to providing data that will inform the strategic plan. As needed, work with the Directors to contribute to realistic action plans and progress metrics.
- Extension:
 - Provide project management and meet with the Executive Director and Deputy Executive Director regularly.
 - Facilitate workshops.
 - Provide oversight of data collection and analysis.
 - Write the strategic plan report.
 - Provide the Executive Director and Deputy Executive Director with tools/processes for action and accountability after plan adoption.

Estimated Fee: Extension frequently works with local governments and nonprofits, so NCHC is fit for Extension services. However, NCHC is located in three counties that do not invest in Extension Community Development Educator positions. This means that for Extension to work with NCHC on this planning process, we will need to charge a fee to cover some of our expenses.

We anticipate the planning process, as outlined in this proposal, to require up to 138 hours from Extension colleagues. This includes time to prepare for and attend meetings and facilitate workshops, data collection and analysis, and report writing. Any significant changes to the proposed process could reduce or increase the amount of time Extension spends on this project.

Anticipated expenses based on the process as mapped out in this proposal:

- Up to 110 hours Organizational and Leadership Development Specialist
- Up to 28 hours Additional Extension Educators/Specialists (e.g., Regional Community Health Team support with locating and summarizing existing relevant data)
- Travel expenses (as needed)

Total **not to exceed \$5,000** unless a significant addition is made to the process and agreed upon by NCHC and Extension.

Extension Process Facilitator: Extension has an Organizational and Leadership Development Specialist who works from Lincoln County - Elizabeth McCrank. Elizabeth has experience with county government and nonprofits. She is currently facilitating a strategic plan for Marinette County, and has the skills necessary for this strategic planning process. She also has knowledge and context of the tri-county area that NCHC serves, and the uniqueness of NCHC as an organization.

Elizabeth is on the Lincoln County Board of Supervisors and would recuse herself from voting on any matters that would relate to NCHC and its strategic planning during the timeframe in which she is working on this project in her role as an Extension Specialist. That said, Extension is inviting the NCHC Executive Committee to agree to having Elizabeth as Extension's facilitator for this planning process. If they agree, we ask that they take formal action in the form of a vote that would be recorded in the minutes of their meeting. The purpose of this is to ensure that if there are questions, it was clear that the Executive Committee endorsed the decision to have Elizabeth be the planning process facilitator.

If the Executive Director, Deputy Executive Director, or Executive Committee do not agree to having Elizabeth as Extension's facilitator of this process the Organizational and Leadership Development Program Manager for Extension will see if we have any nearby Extension Educators that can assist with the process.

Proposal Submitted by: Sarah Schlosser, Organizational and Leadership Development Program Manager, UW-Madison Extension 608-263-0817 sschlosser@wisc.edu

Executive Director 2025 Work Plan – last updated 6/18/2025

		Person(s)		
Initiative	Due Date	Responsible	Action	Progress
Update Budget Policy	10/1/25	Jason	 Add: Sec. IV.C.5 - Budget Amendment Sec. VII.E.3 - Capital Budgets Sec. VII.E.a - Operations budget Detailed listing of budget parameters the Executive Committee will complete each year Present at October Executive Committee meeting 	
Pay Administration Guide/New Position Request/Reclassification Process	8/1/25	Marnie	 Present at August Executive Committee meeting 	
Updated Compensation Policy	9/11/25	Marnie	 Present at September Executive Committee meeting 	
Pine Crest Transition to new buyer	8/1/25	Gary	 Work closely with Lincoln County regarding the sale of Pine Crest Set up transition team Transition operations to new buyer 	
Assure existing policies/plans/manuals approved by Executive Committee are compliant with Tri- County Agreement	12/31/25	Gary	 Policies for Executive Committee Approval: Business Associate Contract Management Capital Assets Management Capitalization of Assets Cash Management Code of Conduct 2024 Complaints and Grievances Contract Review and Approval Corporate Compliance Program Direct and Shared Program Cost Allocation 	

		Person(s)		
Initiative	Due Date	<u>Responsible</u>	Action	<u>Progress</u>

Create lasting structure to protect the Tri-County Agreement NCCSP Board	11/30/25	Gary	 Employee Compensation & Timekeeping Sec. IV.C.6-7 Add compensation pay ranges, new positions, and reclassification of positions Sec.IV.C.8 Add approval of new programs Employee Grievance Fund Balance Indirect Cost Allocation Investment Occurrence Reporting Physician Compensation Policy Governance Manual Purchasing & Procurement Quality and Safety Plan Risk Reserve Guidelines Sick Leave Benefits for Employees of Pine Crest Nursing Home and Lincoln Industries Utilization Review Plan Write-Off of Accounts Receivable Complete decision-making form for policy approval Submit suggested changes to 2022-2027 Tri-County Agreement to help maintain the desired structure Update organizational structure July Approve updated Strategic Planning Policy
			 * Approve updated Strategic Planning Policy September * Approve updated Contract Review and Approval Policy

		Person(s)		
Initiative	Due Date	Responsible	<u>Action</u>	Progress

			* Approve Conflict of Interest Policy
Behavioral Health Services	11/30/25	Vicki	Meet with Law Enforcement
			 Continue to improve working relationships and
			collaboration
Fall Employee Updates	10/31/25	Gary	 Schedule and hold Fall Employee Updates
Gabbin' with Gary	11/30/25	Gary	 Continue scheduling monthly with a program director,
			manager, or supervisor and one of their employees
Medical Staff	12/31/25	Gary	 Continue meeting regularly (currently quarterly) with
			Medical College of Wisconsin to maintain a strong,
			positive partnership for the psychiatry residency
			program
			 Continue to meet monthly with the Medical Director
			 Continue to meet regularly with physicians
			 Continue to negotiate with potential physicians
Meet weekly with Deputy Executive Director	12/31/25	Gary/Jason	