

**OFFICIAL NOTICE AND AGENDA** of a meeting of the Board or Committee

A meeting of the **Executive Committee** will be held at **North Central Health Care, 1100 Lake View Drive, Wausau, WI 54403, Wausau Board Room** at **10:30 AM** on **Tuesday, February 9<sup>th</sup>, 2016**.

*(In addition to attendance in person at the location described above, Committee members and the public are invited to attend by telephone conference. Persons wishing to attend the meeting by phone should contact Debbie Osowski at 715-848-4405 24 hours prior to the start time of the meeting for further instructions.)*

**AGENDA**

1. Call to order
2. Roll Call
3. Action: Approve 01/12/16 and 01/27/16 Executive Committee meeting minutes
4. CEO Report
5. 32-week plan
6. Marathon County Agreement for Mental Health Services to Marathon County Offenders
7. Agenda for 2/25/16 Board meeting
  - a. CEO Transition Plan
  - b. 32-week plan
  - c. Educational presentation: 51.42 and Tri-County Contract – Dean Dietrich
8. MOTION TO GO INTO CLOSED SESSION, pursuant to §19.85(1)(c) Wis. Stats. for the purpose of considering employment, promotion, compensation or performance evaluation of any public employee over which the governmental body has jurisdiction or exercises responsibility, to wit: CEO Recruitment and Transition Plan.
9. MOTION TO RETURN TO OPEN SESSION, report out and possible action on closed session item(s).
10. Future agenda items for committee consideration
11. Adjourn

- If time permits, beginning discussions may take place on future agenda items.
- Action may be taken on any agenda item.
- In the event that any individuals attending this meeting may constitute a quorum of another governmental body, the existence of the quorum shall not constitute a meeting as no action by such body is contemplated.

Signed: /s/Gary Bezucha  
Presiding Officer or His Designee

**COPY OF NOTICE DISTRIBUTED TO:**

Wausau Daily Herald                      Antigo Daily Journal  
Tomahawk Leader                         Merrill Foto News  
Lincoln & Marathon County Clerk Offices

DATE: 02/05/16                      TIME: 4:00 PM  
VIA: X FAX                              X MAIL  
BY: D. Osowski

**THIS NOTICE POSTED AT:**

North Central Health Care  
DATE: 02/05/16                      TIME: 4:00 PM  
By: Debbie Osowski

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.

# **NORTH CENTRAL COMMUNITY SERVICES PROGRAM BOARD EXECUTIVE COMMITTEE MEETING MINUTES**

**January 12, 2016**

**10:30 AM**

**NCHC – Wausau Campus**

PRESENT: Jeff Zriny, Ron Nye, Bob Weaver, Jean Burgener (via telephone)

ALSO PRESENT: Gary Bezucha, Michael Loy

## **AGENDA:**

1. The meeting was called to order by Jeff Zriny at 10:33 AM and a quorum was noted.
2. Minutes of the 12/18/15 Executive Committee meeting: moved for approval by Ron Nye, seconded by Bob Weaver and approved unanimously without any changes.
3. CEO Search Update: Michael Loy provided an update on the CEO search process:
  - a. Opportunity has been provided for leadership of each of the three counties to have input into the process. Lincoln and Langlade Counties' input was confirmed. Michael was not sure if Marathon County had provided input.
  - b. Draft of the position profile was reviewed and several changes were recommended. Michael Loy will incorporate those changes into the document; send the amended document out to all Executive Committee members for final approval before returning the final version to Witt/Keiffer.
4. CEO Report:
  - a. Psychiatry residency application to ACGME approved and a site visit is scheduled for February 23, 2016.
  - b. In the process of completing a review of all IT systems by Wipfli. Anticipate preliminary report by end of next week.
5. Board retreat discussion: deferred to next month.
6. Board Appointments:
  - a. Appointments confirmed by Marathon County: Jeff Zriny, Randy Balk (to replace Lee Olkowski)
  - b. Appointments pending: Rick Nevers (to replace Laura Scudiere), Joanne Kelly, David Tange
  - c. Advised by Brad Karger that it may be beneficial to appoint someone from law enforcement.
7. Relationship with Marathon County:
  - a. Marathon County resolution regarding maintenance: suggested response from NCHC board (attached) reviewed and will be delivered by Jeff Zriny at county board meeting.
  - b. Marathon County agreement: General agreement that we are in support of the agreement and that once approved by the Marathon County board, it will have to be reviewed and ratified by NCHC board.
  - c. Marathon County Work Plan: Marathon County work plan for 2016 reviewed. Special note made of:

- i. Core Strategy 1.1: Support the NCHC Task Force in defining the relationship county wants with NCHC
  - ii. 1.4: Oversee aquatic therapy pool study designed to produce a cost estimate sufficiently specific and reliable to base a borrowing resolution upon.
  - iii. 1.6: Oversee the nursing home remodel
  - iv. 4.2: Enhance mental health services to offenders
8. Future agenda items: suggested that the new provider of medical services to the Marathon County jail attend a board meeting for purposes of becoming familiar with them to further cooperation between medical services and mental health services for jail.
9. Moved for adjournment by Jean Burgener, seconded by Bob Weaver. Meeting was adjourned by Jeff Zriny at 11:45 AM.

## Talking Points regarding Marathon County Resolution for Transition of Maintenance Services:

For the County Board educational session:

- The resolution has merit and a high likelihood of being endorsed by both NCHC staff and Board, the benefits of including the housekeeping staff are less clear. The conversation at this point has only been at a high level without the necessary detail to ensure the transition is smooth.
- The proposed transfer plan of maintenance staff must have NCHC board support after thoughtful consideration of these clear and present issues:
  - o Our maintenance staff is culturally important to our organization because of their high outcomes and service levels. Staff would want to see commitments that their co-workers will be cared for and service would not be diminished but rather improved as a result of the transition. Diligence must be taken to communicate respect and care through the process of NCHC staff.
  - o If handled without NCHC staff input and communication, the transition is likely to have a chilling effect on employee engagement and could further increase staffing issues at NCHC. The prospect of changing employers and perceived signaling of broader moves to come will bring a lot of questions and concerns from staff who might seek more stability elsewhere. NCHC staff must have confidence in all elements that this will make our relationship stronger, not weaker and that we all will be better for it.
- We respectfully request that this resolution be endorsed by the Marathon County Board and that the detailed plan be brought back to the Marathon County Board for approval after receiving official support on the transition plan from the NCHC Board.

**NORTH CENTRAL COMMUNITY SERVICES PROGRAM BOARD  
EXECUTIVE COMMITTEE MEETING MINUTES**

**January 27, 2016**

**2:30 PM**

**NCHC – Wausau Campus**

PRESENT: Jeff Zriny, Ron Nye, Jean Burgener

EXCUSED: Bob Weaver

ALSO PRESENT: Gary Bezucha, Michael Loy

**AGENDA:**

1. The meeting was called to order by Jeff Zriny at 2:34 PM and a quorum was noted.
2. Marathon County Resolution R-8-16: Approving Steps Toward Withdrawal of Marathon County from the Tri-County Joint Contract which creates the North Central Community Services Program Board and Termination of Marathon County's Relationship with NCHC: There was lengthy discussion regarding the resolution and its potential impact on service delivery and costs. The Executive Committee agreed to seek input from the full board at tomorrow's meeting.
3. It was moved by Jean Burgener and seconded by Ron Nye at 3:08 PM to go into closed session pursuant to 19.85(1)(c) Wis. Stats. For the purpose of considering employment, promotion, compensation or performance evaluation of any public employee over which the governmental body has jurisdiction or exercises responsibility, to wit: CEO recruitment and transition plan. Roll call vote was taken and results were as follows:
  - a. Ron Nye: yes
  - b. Jean Burgener: Yes
  - c. Jeff Zriny: Yes
4. At 4:20 PM the committee voted to come out of closed session.
5. Report out of closed session:
  - a. The committee will take to the board in closed session a resolution for a transition plan for an interim CEO.
  - b. The committee will also recommend to the board that the organization undertake a 28 week plan to bring about changes and educate Marathon County board members regarding the potential implications of exiting the Tri-County agreement.
6. It was moved by Jean Burgener and seconded by Ron Nye for adjournment and the meeting was adjourned by Jeff Zriny at 4:33 PM.

## **AGREEMENT FOR MENTAL HEALTH SERVICES TO MARATHON COUNTY OFFENDERS**

**AUTHORITY:** This agreement is entered into pursuant to sec. 51.42(5)(a)12, Stats., which requires that the 51.42 Board “[d]etermine, subject to the approval of the . . . county boards of supervisors in counties with a multicounty department of community programs and with the advice of the county community programs director appointed under [sec. 51.42(4), Stats.], whether services are to be provided directly by the county department of community programs or contracted for with other providers and make such contracts . . . [T]he county boards of supervisors in counties with a multicounty department of community programs may elect to require the approval of any such contract by the . . . county boards of supervisors in counties with a multicounty department of community programs.

**PURPOSE:** The purpose of this agreement is to provide effective treatment to offenders involved in all phases of the Marathon County Criminal Justice System in order to reduce recidivism due to Mental Health or Alcohol or Other Drug Dependence (AODA) issues that result in an unchecked cycle of offenders from Jail to North Central Health Care (NCHC) to private sector care providers back to Jail.

### **OBJECTIVES/GOALS:**

- To extend the period of time between incarceration for offenders.
- No further incarceration for the same or similar crime.
- First time offenders never reoffend.
- Reduce and/or lessen harm to victims and the community
- Reduce the number of offenders who commit crimes due to historical trauma.
- An offender has no further contact with any part of the criminal justice system as a defendant.
- Reduce utilization of medication for behavioral management during incarceration

**APPLICATION:** This Agreement applies to Offenders, Courts, Prosecutors, Probation and Parole, Sheriff’s Dept., and NCHC

### **POLICY GUIDELINES:**

1. All parties recognize that treatment to an offender population presents more challenges than treatment to voluntary motivated patients. Degree of cooperation with treatment is often dependent on the status of the offender within the Criminal Justice System. Outcome expectations must be tailored to the level of motivation for treatment displayed by each individual offender.
2. Not all offenders require treatment for mental illness or AODA issues. This highlights the absolute need for prompt and effective assessment.
3. It shall be the policy of all partners to craft Release of Information forms that will facilitate the exchange of mental health and AODA records to greatest extent permitted by law.
4. It is understood and agreed that data exchanged during 2016 shall form a baseline for definition of further performance measures during the second year of this agreement.

5. The parties hereto agree that they shall jointly establish "satisfactory levels of services," as that term is used below, no later than 1-1-2017.
6. It is understood that the Reporting Requirements set forth below are to contain only census, demographic or aggregate data for the purpose of understanding the volume of services required and supplied and to help the parties identify and define satisfactory levels of services as well as opportunities for improvement and service gaps. Said reports under this agreement are to contain no personally identifiable health information.

OFFENDER STATUS:

1. Pretrial offenders-are in absolute agreement to avoid further prosecution. There is actual consent by offender to enter voluntary treatment as an alternative to potential penalties
2. Post-disposition offenders
  - a) Plea Agreement-Although entered into by mutual agreement of prosecutor and defendant, there is less motivation to cooperate with treatment. Sanction and revocation are the remedy for failure to cooperate with treatment.
  - b) Contested Sentence-Least amount of motivation for treatment. Possible increased time of incarceration is the consequence for failure to cooperate with treatment.

TERM: January 1, 2016-December 31, 2017.

EFFECT ON CURRENT SERVICES:

It is understood and agreed by the parties that the services provided by NCHC not specifically identified and made subject to this Agreement for Mental Health Services to Marathon County Offenders shall be continued at current levels and that all other agreements between Marathon County and Lincoln and Langlade Counties, NCHC and the North Central; Community Services Board, not specifically modified herein, shall remain in full force and effect. However, it is also recognized by the parties that services defined and supplied pursuant to this agreement may supplant other community supports or have an effect on maintenance of effort with respect to different service groups in the non-offender population due to limited resources.

DEFINITIONS:

1. "Aftercare" means a treatment plan after discharge/release from a service insuring a continuum of care.
2. "Assessment" means a structured process for gathering information to understand the offender's issues, concerns, how and why problems developed and for the foundation for a treatment plan.
3. "Compliant with treatment" means
  - Attends sessions
  - Interacts adequately with the therapist
  - Maintains sobriety
  - Cooperates with testing

- Compliance does not mean disclosure of content of discussion with therapist
4. "Forensic therapy" means both AODA and Mental Health treatment for offenders involved in the Marathon County Criminal Justice System, including:
    - Assessment results
    - Diagnosis
    - Treatment Plan
    - Updated Progress-including timely notification that the subject is not compliant with treatment
    - Discharge Plan
    - Aftercare Plan
  5. "Offender" means a person who has been charged with or convicted of committing a crime.

GENERAL EXPECTATIONS:

For services identified as part of this agreement North Central Health Care will provide the following to Marathon County:

1. Documents that specify the State of Wisconsin's expectations regarding services identified by NCHC as: North Central Health Care Programs, hereinafter referred to as "identified services," including State Statutes, Wisconsin Administrative Code sections, inspection reports, memorandums or any other executive or administrative directives that affect provision of these services.
2. Copies of all contracts and MOUs that North Central Health Care has entered into regarding the identified services executed at any time from January 1, 2016 through December 31, 2017.
3. Copies of North Central Health Care's administrative policies and procedures related to the identified services. Any changes to the administrative policies and procedures must be submitted to Marathon County at least 30 calendar days before the effective date of the change.
4. Copies of the Community Services Program Board's policies related to the identified services. Any changes in the Community Services Program Board's policies must be submitted to Marathon County at least 30 calendar days before the effective date of change.
5. The term: "Changes" includes changes in wording as well as alterations in levels of service or termination of service. NCHC shall distinguish between changes in policy or service made in response to regulatory requirements as opposed to discretionary changes.
6. Quarterly reports as set forth below to Marathon County Administration due no later than the 30<sup>th</sup> of the month following the close of each quarter (*e.g.* April 30, July 30, October 30 and January 30).
7. Report annual cost per unit of service for each identified services no later than March 31<sup>st</sup>.



## SERVICES:

1. Crisis – Specialized assistance with urgent mental health, developmental disability or substance abuse needs to alleviate the crisis
2. Detoxification
  - Medically monitored
  - Ambulatory – an outpatient service for individuals requiring detoxification from drugs and alcohol including assessment, patient observation, monitoring of vital signs, treatment of withdrawal symptoms, substance abuse consultation and referral for ongoing addiction and substance abuse treatment.
3. Psychiatric Services
  - Medication Management – Assessment and evaluation of medications for mental health.
4. Forensic Mental Health Services – Assessment and behavior management planning for offenders during incarceration including assessment of crisis needs, medication management and care planning upon release from the jail.
5. Inpatient Treatment – Behavioral health services in an inpatient setting for persons with severe psychiatric and detoxification needs including assessment, evaluation and treatment of mental health and psychiatric needs in addition to medication management to ensure stabilization of acute mental health crisis.
6. Residential Treatment – Provides support and structure in a group home setting or other form of community-based residential care for mental illness and addiction issues.
7. Outpatient Treatment
  - Day Treatment – a structured and intensive multi-disciplinary recovery program for individuals who are obtaining substance abuse treatment to aid in recovery including:
    - Group therapy
    - Individual therapy
    - Rational emotive behavioral therapy
    - Cognitive behavioral therapy
    - Substance abuse education (alcohol and other drugs)
    - Co-occurring education
    - 12 step recovery philosophy
    - Music therapy
    - Art therapy
  - Counseling/Mental Health Services/Substance Abuse & Addiction Services - Non-residential services for evaluation, diagnosis, and treatment of mental, emotional, and substance abuse challenges. Including but not limited to:
    - Anxiety
    - Depression & Mood Disorders
    - Addiction
    - Schizophrenia

- Personality Disorders
  - Behavioral Disorders
  - Abuse/Trauma
  - Stress
  - Relationship challenges
  - Grief & loss
  - Major life changes
  - Conflict resolution
- Driving with Care – an evidence based educational and therapeutic program to reduce the frequency of drinking and driving, and break the chemical dependence of offenders who have had four or more OWI convictions or OWI convictions involving serious accident or injury. See Attachment A for specific service delivery requirements and reporting.
8. OWI Assessment – See Attachment B for specific service delivery requirements and reporting.
  9. Comprehensive Community Services – Services for adults with substance abuse, mental health issues or co-occurring disorders including treatment, rehabilitation and support services. Including:
    - a. Assessment
    - b. Recovery planning
    - c. Service coordination
    - d. Communication and interpersonal skills training
    - e. Community skills development and enhancement
    - f. Employment related skill training
    - g. Medication management and assistance
    - h. Physical health assistance and monitoring
    - i. Psycho-education
    - j. Recovery education and illness management
    - k. Counseling
    - l. Groups to aid in skill building and quality of life enhancement
    - m. Peer specialist services, includes counseling
  10. Community Support Program - Services for adults with severe and persistent mental illnesses including support, treatment and rehabilitation. This population includes persons with substance abuse, mental health issues or co-occurring disorders. Includes:
    - a. Initial and in-depth assessments to help determine the best course of treatment for the individual
    - b. Recovery planning that integrates vocational training services, psychosocial rehabilitation, psychiatric and psychological counseling, psychotherapy and supportive services
    - c. Medication prescription, administration and monitoring
    - d. Assistance in managing symptoms.
    - e. Daily living, social and recreational skill training.

- f. Health, nutrition and wellness management
- g. Crisis intervention.

AGREEMENT:

NCHC agrees to provide and Marathon County agrees to pay for the foregoing services to offenders. In order to monitor compliance and verify level of services provided, NCHC shall provide quarterly reports as follows:

1. Daily census data for inpatients served, including:
  - a. Number of inpatient beds filled on unit at NCHC
  - b. Number of inpatients held on locked psychiatric units at other facilities
  - c. County of residence of each inpatient
  - d. Number of consecutive days each inpatient has been held
  - e. Insurance status of each inpatient, including
    - 1) MA/Badger Care or other income-based public insurance
    - 2) Medicare
      - a) With supplement
      - b) Without supplement
    - 3) Private Insurance
    - 4) Other Insurance
    - 5) No insurance
  - f. Legal Status of each inpatient
  - g. Number of days since last admission of each inpatient to a locked psychiatric care unit
2. Crisis data, including
  - a. Number of calls/contacts per day
  - b. Source of call/contact, including identification of referral, to the extent permitted by law
  - c. Time of Day of each call/contact
  - d. Day of Week of each call /contact
  - e. Disposition of each call/contact, including:
    - 1) Whether resulted in Crisis Team assessment
    - 2) Whether resulted in referral to:
      - a) Emergency Room Services
      - b) Private provider
      - c) Internal NCHC provider
      - d) Other, specify:
  - f. Number of all Crisis Team assessments per day regardless of whether assessment performed by phone or in person:
    - 1) Whether assessment resulted in admission
      - a) Voluntary
      - b) Involuntarily

- 2) If assessment did not result in admission, what observable behavior, or other circumstances, was noted by staff as reason to decline admission
  
3. Number of staff dedicated to each of the SERVICES identified above
  
4. Number of OWI assessments performed each day
  
5. Number of inmates served each day, for each inmate state
  - a. Whether Release of Information (ROI) has been signed
  - b. What SERVICES were provided from list 1-10 set forth above
  - c. Identity and dosage of each psychotropic medication administered to inmate in jail under supervision of NCHC staff
  - d. Supplemental Services provided, not included in list above
  - e. Additional or Supplemental Services recommended.
  
6. Number of offenders, other than jail inmates, served each day, for each offender state
  - a. Whether ROI has been signed
  - b. What SERVICES were provided from list 1-10 set forth above
  - c. Whether offender was compliant with treatment, including how offender failed to comply pursuant to DEFINITION set forth above.
  - d. Supplemental Services provided, not included in list above
  - e. Additional or Supplemental Services Recommended

Marathon County agrees to provide NCHC with the following information on a quarterly basis as set forth above:

1. Number of offenders referred to NCHC for services
2. Number of jail inmates referred for services, for each inmate
  - a. Time spent on suicide watch (Days/Hours)
  - b. Use of restraints (Hours/Min)
  - c. Time spent in Administrative segregation (Days)
3. Number of out-of-county transports of patients to other locked psychiatric care facilities

#### ENFORCEMENT

1. Marathon County agrees to pay budgeted tax levy in quarterly installments to NCHC for the provision of satisfactory levels of services set forth above and upon compliance with the above reporting requirements.

2. In the event NCHC fails to act in good faith to jointly establish performance measures for satisfactory levels of services by 1-1-2017, or to provide satisfactory levels of services, once established, to offenders or fails to comply with reporting requirements, Marathon County may withhold payment
3. Marathon County shall withhold \$1000 from the agreed payment for each out-of-county transport reported quarterly by Marathon County to NCHC pursuant to this agreement, except that the penalty set forth herein shall not apply to transports of juveniles 12 years of age or less to and from Wisconsin State Mental Health Institutes

#### ADMINISTRATION

Marathon County's contact for this agreement is the County Administrator or his designee. All correspondence should be addressed to:

Brad Karger  
County Administrator  
Marathon County Courthouse  
500 Forest St  
Wausau WI 54403

**CHANGE ORDERS:** The scope of services to be performed under this Agreement may be amended or supplemented by written agreement of the parties.

**Non-Appropriation of Funds:** Notwithstanding anything contained in this Agreement to the contrary, no event of default shall be deemed to have occurred under this Agreement if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable the County to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to North Central Health Care.

**Dispute Resolution:** 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 lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to s802.12, Wis. Stats., or any successor statute.

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

## **AGREEMENT BETWEEN MARATHON COUNTY and NORTH CENTRAL HEALTH CARE FOR PROVISION OF DRIVING WITH CARE SERVICES**

THIS AGREEMENT between North Central Health Care (NCHC), a Wisconsin organization headquartered in Wausau, WI and County of Marathon (hereinafter "County") with its County Seat in Wausau, WI, shall establish the terms and conditions for provision of Driving with Care

### **I. Terms and Conditions**

1. **Provider Status:** The parties agree that NCHC shall be the sole vendor providing Driving with Care programming for the County.
2. **Services Provided:** NCHC will provide the Driving With Care curriculum without deviation. At least one facilitator will be trained in the Driving With Care curriculum per group. NCHC will conduct up to eight (8) cycles consisting of thirty-three (33) two hour sessions over eighteen (18) weeks. At least two (2) of the eight (8) cycles will be begin after 5:00 p.m. to increase access for employed offenders. Each group (cycle) will have a minimum of ten (10) participants per group. NCHC will provide twelve (12) months of aftercare upon successful completion of Driving With Care.
3. **Quality:** NCHC will provide at minimum one (1) certified AODA staff as facilitator for Driving With Care cycle. NCHC will ensure that additional AODA certified staff is available to meet participant/facilitator ratios consistent with NCHC licensure.
4. **Wait List:** NCHC will establish a wait list to ensure a minimum of ten (10) people per group. The wait list cannot exceed six (6) weeks. NCHC must notify the County as to the reason for the wait list and seek a waiver either to the wait list time or minimum number of group participants requirement.
5. **Compliance with NCHC Smoke Free Environment Policy.** Driving with Care participants will comply with NCHC Smoke Free Environment policy. The Driving with Care facilitator will inform all participants of NCHC smoke free policy and indicate that failure to comply with smoke free policy may result in the participant being expelled from the program. Marathon County expects that at the first violation of the smoke free policy the facilitator will immediately address the issue with the participant and inform the participant that any future violations will result in expulsion. The facilitator will document this conversation and send the documentation to the County's Justice Systems Coordinator. Prior to expulsion the facilitator will inform the County's Justice Systems Coordinator of the second infraction and intent to expel the participant for non-compliance with NCHC smoke free policy.
6. **Reporting Requirements:** In addition to the notice specified in Section 4, NCHC must provide the following:
  - a. notice as to when a cycle begins and ends;
  - b. completion rates and reasons for failure to complete;
  - c. track referrals and reason why referral did not enter Driving With Care program;

- d. monthly status report of participant progress; discharge and reason why; and successful completion;
  - e. discharge report to Division of Community Corrections Probation & Parole agent;
  - f. aftercare reporting including number of inactive and why; number successfully completed, number of relapses, and number of new OWI offenses.
7. **Release of Information:** NCHC will obtain appropriate releases of information such that information regarding referral, reasons for non-acceptances or discharge, progress, completion and aftercare results can be shared with the County and Department of Corrections.
  8. **Coordination:** the County's Justice Systems Coordinator (currently Laura Yarie) shall be the program administrator for the County and NCHC shall work efficiently with him/her to address problems which may arise, to jointly plan administrative policies which are needed to clarify expectations and implement this Agreement, and to continuously improve the quality of service provided under this agreement.
  9. **Agreed Upon Charges for Driving With Care:** NCHC and the County have agreed to charges for the period of January 1, 2015 to December 31, 2015, of \$6,765 per cycle (33 sessions per cycle, \$205 per session). NCHC will provide an invoice of the number of sessions conducted on a monthly basis.

## **II. Expected Outcomes**

NCHC will provide Driving With Care services and produce the following results:

1. Wait List will not exceed six (6) weeks for referrals.
2. NCHC will maximize efficiency by having no less than ten (10) participants per group.
3. Successful completion rate for Driving With Care including aftercare of 94%.
4. Less than 10% of participants who successfully complete Driving With Care have a new OWI charge within two (2) years of completion.
5. Maintain fidelity in provision of Driving With Care program.

## **III. Standard County Contract Language**

1. **Change Orders:** The scope of services to be performed under this Agreement is not expected to change. However, should something unexpected occur and/or the County desires an expansion of the services provided, this Agreement may be amended or supplemented by mutual written agreement between the parties to this Agreement.
2. **Gratuities and Kickbacks:** It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice investigation, auditing, or in any other advisory capacity in any

proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

3. **Insurance Requirements:** NCHC shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the County, nor shall NCHC allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.
  - A. **Worker's Compensation Insurance.** NCHC shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation insurance for all of its employees employed at the site or while working on this project. In case any work is sublet, NCHC shall require the subcontractor similarly to provide statutory Workers' Compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by NCHC.
  - B. **General Liability, Professional Liability and Property Damage Insurance.** NCHC shall secure and maintain in force throughout the duration of this contract such General Liability and Professional Liability Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by NCHC, or by an subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
    - Comprehensive General Liability \$1,000,000 per occurrence and in aggregate
    - Professional Liability Coverage, \$1,000,000 per occurrence and in aggregate.
    - Automobile Liability \$1,000,000 per occurrence and in aggregate
    - Excess Liability Coverage, \$1,000,000 over the general liability and automobile liability coverage.
4. **Hold Harmless:** NCHC hereby agrees to release, indemnify, defend, and hold harmless the County, their 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 of 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, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. County does not waive, and specifically reserves, it's right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.



5. **Americans with Disabilities Act Compliance:** In connection with the performance of work under this Agreement, NCHC agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. NCHC is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with the County, a public entity. NCHC is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with the County, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. NCHC shall provide a similar notice to all its subcontractors.
6. **Dispute Resolution:** 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 lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to s802.12, Wis. Stats., or any successor statute.

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

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 successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide the expedient dispute resolution.

7. **Non-Debarment Clause:** NCHC hereby 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. NCHC further agrees and certifies that this clause shall be included in any subcontract of this contract.
8. **Statement of Compliance:** NCHC has carefully reviewed the County's required contract language, pertaining to termination of contract, change orders, gratuities and kickbacks, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in this contract document that conflict with the County's contract language are superseded by the County's required contract language.

9. **Entire Agreement:** This Agreement set forth the entire Agreement between the parties and stands in place of any previous Agreement, whether oral or written.

IN WITNESS WHEREOF this Agreement has been executed by the parties.

North Central Health Care

County

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## North Central Commitment to Providing Quality OWI Assessments

### Purpose:

The North Central Community Services Program Board has designated North Central Health Care (NCHC) as the intoxicated driver assessment facility. NCHC will ensure services are provided efficiently and effectively, as well as being in compliance with DHS 62. The desired outcomes are: 1.) To implement best practice in determining appropriate treatment and education for offenders. 2.) To increase overall compliance with successful completion of the Driver Safety Plan. 3.) To increase the affordability and access to assessment and treatment. 4.) Reduce jail beds. 5.) Reduce recidivism rates among OWI offenders.

This document has been established to provide clarity of expectations and reporting.

### Process:

- NCHC will maintain adequate trained staff to ensure completion of OWI Assessments within designated time frames.
- Pre-trial OWI assessments (criminal offense) will be completed by NCHC within 5 working days from referral.
- Traffic violation assessments will be completed by NCHC within 10 working days of the referral.
- Marathon County or ATTIC, Marathon County's designated case management provider, will notify NCHC of potential clients needing a pre-trial assessment.
- NCHC will develop of process for notification of pre-trial clients needing an OWI assessment.
- NCHC will prioritize scheduling of assessments to schedule pre-trial assessments first.
- Per DHS 62.11 of the WI Administrative Code, a client is required to pay a reasonable fee for an assessment. The client may be allowed to pay the assessment fee in 1, 2, 3 or 4 equal installments before an assessment is conducted. NCHC will provide the option of installment payments prior to the assessment, up to 4 equal payments.
- NCHC may provide an option to help clients who do not have the funds to pay for the assessment.
- NCHC will notify ATTIC if payment has not been made.
- NCHC will notify ATTIC of failure to attend a scheduled OWI assessment
- Establish an audit process

## **Communication:**

- Each organization will designate a staff to be the central communication contact.
- NCHC will provide to Marathon County the number of assessments completed and the average length of time from the time of referral to completion of the assessment based on agreement of process and reporting.
- A committee will meet regularly or as needed, but no less than 4 times per year, to review the process and identify any potential improvements, proposed changes and policies associated with the OWI Assessment Program prior to implementation. The committee will be led by the Marathon County and NCHC contacts. Meeting notes distribution will be determined by committee leads.
- Major policy shifts regarding the OWI assessment process will be discussed by the committee and not be implemented until the Public Safety Committee of County Board has been informed and understands the impact of changes. Committee leads will be responsible for presentation.

## **Categories:**

1<sup>st</sup> OWI regardless of which court system is a traffic violation and should have “2015TR” in front of their case number. These individuals do not have criminal cases and do not participate in the pre-trial program. They would seek assessment upon conviction. They may or may not have the fee on their fine at conviction depending if they went through County Circuit court or Municipal Court. Municipal courts do not follow the practice of adding the fee on the fine at conviction. Clients should show court paperwork to prove the fine was added on.

2<sup>nd</sup>-4<sup>th</sup> OWI's that are misdemeanor criminal offenses would all come through Marathon County Circuit Court as they are criminal. The case numbers for these offenses would start with “2015CM” These individuals are eligible for the pre-trial program and jail reductions. They would be seeking assessment prior to conviction in order to participate. Not all chose to participate and some may seek assessment following conviction, at which point their fee should have been included on their fine. Those waiting until conviction should show court paperwork as proof the fee was added to their fine.

Some 4<sup>th</sup> offenses (if committed within 5 years of 3<sup>rd</sup> offense) and all 5<sup>th</sup> and above offenses are felony crimes. The case numbers for these start with 2015CF. These individuals are not eligible for pretrial and will most likely be seeking assessment following conviction and should have the assessment fee added on to their fine. They should have court paperwork to verify this as well.