

## OFFICIAL NOTICE AND AGENDA

of a meeting of the Executive Committee to be held at North Central Health Care  
1100 Lake View Drive, Wausau, WI 54403, Board Room at 4:00 pm on Thursday, January 12<sup>th</sup>, 2017

In addition to attendance in person at the location described above, Board 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. 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.

1. Call to Order
2. Roll Call
3. Public Comment for Matters Appearing on the Agenda
4. ACTION: Approval of 12/8/16 Executive Committee Meeting Minutes
5. CEO Report – M. Loy
  - a. Update on Tri-County Contract Implementation and Work Plan
  - b. Conflict Resolution Policy
  - c. Legal Expenses
  - d. Facilities & Capital Management Transition Update
  - e. Facility Master Planning
  - f. Nursing Home Management Agreement Review
6. Agenda for 1/26/17 Board Meeting
7. Discussion and Future Agenda Items for Board Consideration or Committee Assignment
8. Adjourn



Presiding Officer or Designee

**NOTICE POSTED AT:** North Central Health Care

**COPY OF NOTICE DISTRIBUTED TO:** Wausau Daily Herald, Antigo Daily Journal, Tomahawk Leader, Merrill Foto News,  
Langlade, Lincoln & Marathon County Clerks Offices

DATE: 01/06/17 TIME: 4:00 p.m. BY: D. Osowski

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

**December 8, 2016**

**4:00 PM**

**North Central Health Care – Board Room**

Present:       X       Jeff Zriny                               X       Bob Weaver  
                  X       Jean Burgener                           EXC     Robin Stowe

Also Present:   Michael Loy, Bill Metter, John Fisher and Bob Reinertson from Ruder Ware

Chairman Zriny called the meeting to order at 4:00 p.m.

Public Comment for Matters Appearing on the Agenda

- No public comment made.

ACTION: Approve 11/10/16 Executive Committee Meeting Minutes

**Motion** to approve the 11/10/16 Executive Committee meeting minutes made by B. Weaver, seconded by J. Burgener, motion passed 3-0.

Agreement for Facilities Management Services Transition and Implementation Plan

- We have been working toward the transition of facilities management services from NCHC to Marathon County as of 1/1/17.
- Concerns expressed in the transition relate to the level of service, knowledge and understanding of regulatory compliance such as Life Safety Codes.
- Anticipate we will be paying for the same amount but with a different level of service; however there is no detailed agreement as to how exactly this will change.
- Executive Team has met with Mr. Kaiser and Mr. Lotter to review these concerns. If the NCHC staff most familiar with regulatory compliance are not available for addressing regulatory compliance issues, we may need to hire from outside which would increase costs.
- It is felt the letter received (included in packet) is not an agreement.
- Marathon County and NCHC are legally two separate organizations. We feel the County doesn't comprehend the complexity of regulatory compliance and yet the County will be responsible for fixing any regulatory compliance issues. The license, however, is NCHC's. Will the County be reactive or proactive?
- There is potential this will make the capital management process better; the boiler replacement passed after having been requested for seven years.
- It was felt that the facilities management transition plan should have additional detail and clarification including addressing regulatory compliance responsibility. M. Loy and J. Zriny will work with Ruder Ware in preparing a response; letter to be sent next week.

### CEO Report

- Anticipates that all three counties will approve the new 5-year Tri-County Agreement.
- A summary and work plan of what is to be accomplished in the new agreement will be provided to the Board at the December meeting.
- Several appointments are expiring at the end of 2016; all individuals have indicated they wish to continue to serve. Mr. Karger will submit for reappointment in January at the same time as the appointments are made to the RCA Committee.
- M. Loy and John Fisher reviewed the status of the nursing home Informal Dispute Resolution (IDR) relating to the licensed nurse issue. We appealed the citation and were notified it was denied. The deadline to file the next appeal is 12/29/16. The concern at this time is the monetary penalty and the risk of losing the ability to provide the CNA class. J. Fisher added that this is not a medical opinion case but relates to statutes and regulations and the interpretation of rules. The Nursing Home Operations Committee will be reviewing this also. It was felt that we need to push the monetary penalty; legal costs far outweigh the penalty and loss of the CNA class. Will impact star rating but not as significantly as initially thought.

### Agenda for 12/15/16 Board Meeting

- Capital costs for new maintenance offices.
- RFP for an operational assessment, strategic plan, and assessment of services for nursing home. NCHC and Marathon County will pay for this jointly.
- Finance agenda will include the request to Marathon County for reimbursement of costs related to the additional services to the jail. Request should be on the Marathon County agenda in January.
- Update on legal costs related to the Tri-County Agreement discussions.

### Future Agenda Items for Committee Consideration

- How much support will be given to the RCA?

**Motion** by J. Burgener to adjourn at 5:15 p.m., seconded by B. Weaver. Motion carried unanimously.

*dko*

## NURSING HOME MANAGEMENT AGREEMENT

AGREEMENT effective the 1<sup>st</sup> day of January, 2016, by and between Marathon County, a political subdivision of the State of Wisconsin, and doing business as a quasi-municipal corporation, pursuant to §59.01, Wis. Stats. ("COUNTY") and North Central Community Services Program, a multi-county department of community programs carrying out its responsibilities as a board constituted by a Joint County Agreement between Langlade, Lincoln and Marathon Counties' pursuant to §§51.42 and 66.0301, Wis. Stats., and doing business as North Central Health Care ("NCCSP"). The parties agree as follows:

1. County Nursing Home Facility. The COUNTY owns land and a nursing home building known as "Mount View Care Center" located at 1100 Lake View Drive, Wausau, Wisconsin ("FACILITY"). This agreement does not transfer ownership of the FACILITY.

2. Prior Agreements Terminated. This agreement terminates all prior agreements between the parties on use of COUNTY's property by NCCSP, except that it shall not be construed as affecting the Joint County Agreement establishing the North Central Community Service Program or any other nursing home management agreement the parties may have entered into with third parties.

3. Designation of Governance and Administration. The COUNTY, pursuant to sec. 51.42(3)(b), Wis. Stats., may designate its sec. 51.42 Board as the governing body of any county health program or institution in addition to the Board's responsibilities for the county's community mental health and disabilities programs. Through this Agreement the COUNTY designates NCCSP as governing body of its county nursing home program provided through its county nursing home facilities. NCCSP accepts that designation and agrees to Administer the entire operation of the COUNTY's nursing home program.

4. Nursing Home Governance Administration/Operations:

- a) NCCSP shall appoint a Nursing Home Operations Committee
- b) The Operations Committee shall be composed of no less than five (5) and no more than nine (9) members and be chaired by a Marathon County resident.
- c) Appointment shall be subject to approval by the Marathon County Board of Supervisors.
- d) Members shall serve for one-year terms
- e) The Operations Committee shall be staffed by the nursing home administrator, or their designee. Operations Committee Agendas, administrative reports, audits, audit reports, annual budget documents, financial statements and other pertinent documents shall be made available to the public on the Marathon County Web-site on a timely basis. An annual report shall be presented by the NCCSP Board to the Marathon County Health and Human Services Committee, or its successor committee, in April of each year

Formatted: Not Highlight

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

5. Nursing Home Maintenance, Repair, Improvement and Capital Expenditures.

(a) All real and personal property located on the Nursing Home Campus and which is owned by Marathon County is subject to this Agreement. Said property can be identified through the current Capital Asset Management Schedule included in NCCSP' annual financial statement. Maintenance, repair improvement and capital expenditures shall be governed by separate agreement between the parties entitled: "North Central Health Care Campus Facilities Maintenance and Use Agreement."

Commented [SC1]: New terminology agreed to by the Task Force to identify property owned by Marathon County

(b) Any capital expenditure of \$30,000, or above, regardless of funding source, must be reviewed by COUNTY's Capital Improvement Program (CIP) Committee and approved by the Marathon County Board

6. Services Provided/Overseen by NCCSP.

The NCCSP Board will provide the governance and administrative leadership for the conduction of nursing home programs. Operational oversight will be provided by the Operations Committee under the the direction of the NCCSP Board, including the following:

Formatted: Font: (Default) Arial  
Formatted: Font: (Default) Arial  
Formatted: Font: (Default) Arial  
Formatted: Font: (Default) Arial

(a) Care and Services. Residential habilitative and rehabilitative services, together with medical, food laundry and other services appropriate for a nursing care facility for FACILITY residents.

(b) Rates and Collections. COUNTY authorizes and directs NCCSP 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. NCCSP is authorized take legal action against residents delinquent in charges for services provided at FACILITY in accordance with state and federal law.

(c) Personnel. 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 NCCSP and compensation for such employees shall be the responsibility of NCCSP.

(d) Regulatory Compliance. Take all action necessary to comply with all applicable laws and any orders or requirements affecting the FACILITY issued by any federal, state or municipal authority.

7. Allocation Between Programs. Through use of COUNTY's property, NCCSP provides services both to the COUNTY's nursing home program and to the section 51.42 program administered

Formatted: Not Highlight

by NCCSP . NCCSP shall allocate services provided between these programs and shall allocate items of income and expense accordingly. However, revenues or expenses derived from the operation of NCCSP's nursing facility or skilled nursing facility ("NCCSP Nursing Facilities") shall be allocated exclusively to Marathon County and no other participating county shall receive allocation of any such revenues or expenses. NCCSP Nursing Facility revenues shall include revenues attributable to all programs provided by NCCSP Nursing Facilities, including but not limited to, post-acute care and rehabilitation services and programs, ventilator program and services, dementia care program and related services, long term care programs and services, respite care program and services, short term or long term residential programs, care and services, and any other programs or services provided in connection with NCCSP Nursing Facilities.

8. Term and Termination.

- a) The term of this agreement shall be for a period of 10 years, commencing January 1, 2016. ~~The terms of this agreement shall also be reviewed annually at the time of the meeting of the Marathon County Health and Human Services Committee, or its successor, committed.~~
- b) 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 North Central Community Services Program.
- c) In addition, if COUNTY fails to approve in substance NCCSP's budget request under the Joint County Agreement, then negotiating on continuation of the Agreement shall commence forthwith. NCCSP 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.
- d) The COUNTY may terminate this Agreement, for its convenience, at any time by a one (1) year notice in writing to NCCSP. If the agreement is terminated by the COUNTY as provided herein, NCCSP shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of NCCSP covered by this agreement, unless payments of compensation have previously been made.

**Commented [SC2]:** It was the wish of the Task Force this term be stricken from both the Nursing Home Agreement and Maintenance and Use Agreement.

**Commented [SC3]:** Otherwise standard Marathon County Agreement Language with One year written notice

940. Accounting. During the term of this Agreement, NCCSP shall maintain all property used under this Agreement on its books of account and apply all depreciation following industry guideline useful lives. NCCSP shall account for all revenue and expenses relating to the operation of the Nursing Home FACILITY, which is subject to this Agreement, separately from all other operations of NCCSP. All accounting shall be in accordance with generally accepted accounting principles and government auditing standards and in accordance with the budget process, revenue and expense allocation procedure and Reserve Policy required by and set forth in the Joint County Agreement. ~~The Reserve Policy shall require NCHC to separately identify reserve funds realized as a result of the operation of the Nursing Home Facility on behalf of Marathon County.~~

**Commented [SC4]:** It has been the determination of the Task Force that this Agreement will not require NCCSP to separately identify reserve fund realized through the operation of the Nursing Home on behalf of Marathon County

On or before April 30th of each year, NCCSP shall provide the COUNTY an annual combining Financial Statements of all revenue received and expenditures incurred in connection with the operation of the facilities cover by this agreement. Unless the COUNTY raises questions, the annual combining Financial Statements shall be deemed accepted by the COUNTY ninety (90) days after its receipt by the COUNTY.

For specific items of property used both for nursing home purposes and for purposes related to other programs, NCCSP will allocate items of revenue and expense between the users in its accounting.

Expenditure of Marathon County reserves retained by NCCSP which exceed the minimum described in the NCCSP policy are not to be expended or distributed without Marathon County approval.

Commented [SC5]: This provision appears in Task Force recommendation

#### 10. Insurance.

a). Workers Compensation. NCCSP shall maintain Workers' Compensation insurance, as required by Wisconsin Statutes, for all employees. In case any work is subcontracted, NCCSP shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the subcontractor's employees, unless such employees are covered by the protection afforded by NCCSP.

b). Liability. NCCSP shall secure and maintain in force throughout the duration of this agreement Comprehensive General Liability, Professional Liability, Automobile Liability and 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 NCCSP, and any subcontractor, regarding claims for damages for personal injuries, including accidental death, as well as from claims for property damage, which may arise from operations under this agreement. The minimum amount of such insurance shall be as follows:

- Comprehensive General Liability \$~~34~~,000,000 per occurrence and \$~~32~~,000,000 in aggregate for bodily injury and Property Damage.
- Professional Liability Coverage, \$~~34~~,000,000 per occurrence and \$~~32~~,000,000 in aggregate.
- Automobile Liability \$~~34~~,000,000 per occurrence and \$~~32~~,000,000 in aggregate for bodily injury and property damage.
- Excess Liability Coverage, \$~~34~~,000,000 over the General Liability and Automobile Liability Coverage

On all policies purchased or maintained by NCCSP in accordance with this section, NCCSP shall add COUNTY as an additional named insured and shall provide certificates of insurance showing the coverage called for to COUNTY upon request.

11. Mutual Indemnification/Hold Harmless. **NCCSP** 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. **NCCSP** 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 **NCCSP**, 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. 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.

12. No Joint Venture or Partnership. Nothing contained in this agreement shall constitute the relationship of principal and agent or of partnership or of joint venture, or of any association between **NCCSP** and COUNTY other than that created by the Joint County Agreement referenced herein above.

13. Assignment. **NCCSP** shall not assign this agreement without the COUNTY's written consent.

14. Inspection. 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 **NCCSP**'s compliance with the terms of this Agreement.

15. Notices. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by registered mail to **NCCSP** at 1100 Lake View Drive, Wausau, Wisconsin 54403-6799 and to the COUNTY at the COUNTY Administrator's office, Marathon COUNTY Courthouse, 500 Forest Street, Wausau, Wisconsin 54403-5568, and either party may by like notice at any time and from time-to-time designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

16. Waiver and Modification. 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.

17. Automatic Modification. If any law enacted by the State of Wisconsin or by the United States of America changes the parties' duties and obligations, **NCCSP** shall notify the



COUNTY of the needed changes and this Agreement shall be modified in a manner mutually agreeable to the parties.

18. 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 §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 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 Agreements pertaining to this project so as to provide for expedient dispute resolution.

19. Captions. 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.

20. Severability. If any of the terms of this Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, or the application of such to persons or circumstances other than those to which it is declared invalid and unenforceable, shall not be affected, and shall remain effective, valid and enforceable to the fullest extent permitted by law.

21. Construction. 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' relative bargaining powers.

22. Other Documents. Each of the parties agrees to sign any other documents as may be appropriate to carry out the intentions expressed in this Agreement.

23. Entire Agreement. 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.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

25. Parties Bound. 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 NCCSP and their respective legal representatives, successors and assigns.

NORTH CENTRAL COMMUNITY  
SERVICES PROGRAM BOARD

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

MARATHON COUNTY:

By: \_\_\_\_\_  
Kurt Gibbs, Chair  
County Board of Supervisors

\_\_\_\_\_  
Brad Karger  
County Administrator

