

**OFFICIAL NOTICE AND AGENDA**

of a **Joint Meeting** of the  
**Nursing Home Operations Committee, Mount View Care Center Committee (MVCC),  
and Marathon County Health & Human Services Committee**  
to be held at **North Central Health Care, 1100 Lake View Drive, Wausau, WI 54403,  
NCHC Wausau Board Room at 5:00 pm on Monday, January 29<sup>th</sup>, 2018**

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 one business day before the meeting. For TDD telephone service call 715-845-4928.

1. Call Meeting of the Mount View Care Center Committee and NCHC Nursing Home Operations Committee to Order
2. Public Comment for Matters Appearing on the Agenda (15 minute limit)
3. ACTION: Approval of January 4, 2018 MVCC Committee and NCHC Nursing Home Operations Committee Meeting Minutes
4. Educational Presentations/Outcome Monitoring Reports
  - a. Update on Progress with the MVCC Strategic Action Register
  - b. Update on 2017 Service, Clinical and Financial Performance
5. Policy Issues Discussion and Committee Determination to the County Board for its Consideration
  - a. Mission and Vision of MVCC
    - i. Service Delivery Matrix
    - ii. Master Facilities Plan of NCHC Campus
      1. Financial Modeling Presented by Clifton, Larson, Allen on NCHC's Capacity to Service Debt Resulting from Master Facility Planning Recommendations for the NCHC Campus
  - b. Governance of MVCC
    - i. MVCC Committee Charter
    - ii. Process for Development of a Contract Between Marathon county and NCHC for Administration of MVCC
6. Next Meeting Logistics and Topics:
7. Announcements
8. Adjourn Meeting



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: 01/26/17 TIME: 1:00 p.m. BY: D. Osowski



# Joint Meeting of MOUNT VIEW CARE CENTER (MVCC) TASK FORCE and NCHC NURSING HOME OPERATIONS BOARD MINUTES

Thursday, January 4, 2018 at 6:30 p.m.  
North Central Health Care Board Room, 1100 Lakeview Drive, Wausau WI

Attendance:	Present	Absent
John Robinson, Chair	X	
Katie Rosenberg, Vice-Chair	X	
Tim Buttke		EX
Allen Drabek	X	
Jack Hoogendyk	X	

**Nursing Home Operations Committee Members Present:** Bill Miller, Bill Metter

**Others Present:** Kurt Gibbs, Mary Palmer, Jeff Zriny, Matt Bootz, Michael Loy, Brenda Glodowski, Kim Gochanour (via phone), Ka Lo, Peter Weinschenk

## 1. Call Meeting to Order

Both groups were called to order by their Chair at 6:32 p.m.

## 2. Public Comment - None

## 3. Approval of Prior Meeting Minutes

**MOTION BY ROSENBERG; SECOND BY DRABEK TO APPROVE THE MINUTES OF THE NOVEMBER 28, 2018. (MVCC TASK FORCE)**

**MOTION BY MILLER; SECOND BY METTER TO APPROVE THE MINUTES OF THE NOVEMBER 28, 2017 MEETING. MOTION CARRIED (NCHC NURSING HOME OPERATIONS)**

## 4. Policy Issues Discussion and Committee Determination to the County Board for its Consideration

A What is the Mission, Vision, of MVCC?

### **Discussion:**

Preliminary to building a mission and vision for MVCC, committee members shared several key facts, observations, goals for the future and asked questions of staff including:

- The MVCC renovation will increase revenues sufficient to service a majority of the debt resulting from the renovation.
- MVCC patient experience increased from 70% to 80%.
- The financials of MVCC and NCHC are now fully separate.
- MVCC overtimes has been reduced.
- Protective placement would cost the County \$1.5 million dollars if MVCC were closed and these people had to be placed elsewhere.
- MVCC's mission and vision need to be aligned with Marathon County's mission and vision.
- Family care and a trend toward home care has been good for many people, but has had a detrimental impact on the finances of skilled nursing facilities.
- A geriatric psychiatric unit is being planned for NCHC.
- Marathon County may need to focus on serving the most complex patients. This will distinguish us from the other nursing homes.
- Shared bathroom and general aesthetics hinder us in attracting residents with the higher reimbursement sources.

- Post-acute care offers the opportunity to generate revenue over our costs.
- The ventilation unit has been able to generate revenues to offset losses elsewhere.
- In five years we want MVCC to:
  - Provide the best quality of care (ratings by patients/facilities/staff)
  - Provide excellent care for County residents who are protectively placed.
  - Minimize, if not eliminate, the County annual subsidy.

This discussion will be continued at the next meetings. NCHC staff will create a service delivery matrix as a tool to help committee members described the desired mission and vision of MVCC.

**Action:**

None taken.

**Follow through:**

NCHC will put the above information in a matrix for the next meeting.

B How will success be measured?

**Discussion:**

People and staff stability, service (patient experience), clinically – admission rate, falls, referrals and access rates, and financials.

**Action:**

None taken.

**Follow through:**

None requested.

C Governance

**Discussion:**

Lincoln and Langlade are questioning why the 51.42 Board is making governance decisions relating to MVCC, when it's a Marathon County facility. Consensus seems to emerge that the Nursing Home Operation Committee will disappear and day-to-day operations will be contracted with deliverables and regular results reporting. The MVCC Committee is responsible to develop the mission and vision relating to the goals and objectives.

As the "parent company" Loy would like to see the CEO and CFO of NCHC sit on the committee to bring insight and stability. NCHC would be vested in the partnership by being part of the committee and would provide oversight and accountability to MVCC.

Gibbs looks at Marathon County contracting with NCHC. So why take that approach? The Nursing Home Operations Committee can't set policy and it should be set through the contract. He struggles if it is an advantage having someone who will be accountable sitting on a committee that holds MVCC accountable. This committee will not be part of operations. Marathon County sets the policy and NCHC implements it with expertise, but not part of the committee.

Our current contract is 20 years old. Marathon County needs to assert more leadership.

Suggestions to continue moving forward:

- The Marathon County Board will give the MVCC committee governance/decision making responsibility. Committee recommendations will flow to the Health and Human Services Committee and then to the County Board.
- Revisit the contract. At end of the day how is policy being set, who is setting it and are there safeguards or balances for the public facility.
- Brenda Glodowski and Michael Loy will work with CLA to put together an "Outside Management Contract". They will also be looking at the Morningside Report.

- In February the facilities plan will be completed. Have the current County Board consider the master facility plan in February or March. Currently the campus is 390 sq. ft. and the new model would be reduced to 260 sq. ft. This may open up opportunities for space the County may need.
- Education/Presentation on the facilities plan along with a recommendation from this committee for February to the current County Board. Need three-fourths majority vote for bonding.

**Action:**

None taken.

**Follow through:**

- Review the current contract.
- Brenda Glodowski and Michael Loy will work with CLA to put together an “Outside Management Contract”

**5. Scheduling of Future Meetings and Identifying Agenda Topics**

The committee will meet next as follows: Monday, January 29, 2018, 5:00 p.m. This will be a joint meeting with Health & Human Services following their 4:00 p.m. meeting.

- Information share in 4A above will be put into a metrics for the next meeting by NCHC.
- Review current contract
- Review proposed outside management contract, if available (NCHC/CLA)

**6. Adjournment**

**MOTION BY BUTTKE; SECOND BY ROSENBERG TO ADJOURN THE MVCC MEETING.**

**MOTION CARRIED.** Meeting adjourned at 8:30 p.m.

**MOTION BY MILLER; SECOND BY METTER TO ADJOURN THE MEETING OF THE NURSING HOME OPERATIONS COMMITTEE. MOTION CARRIED.** Meeting adjourned at 8:30

p.m.

Respectfully submitted,  
Mary Palmer with assistance from  
Brad Karger

**Mount View Care Center  
Service Delivery Matrix  
2018 Budget**

Program	Core Mission	Admission Criteria	Number Of Beds	Protective Placements	Out of county	Budgeted Cost Per Day	Payer	Payer Mix (Budget)	Payer Mix (Current)	Average Reimbursement Per Day	Gain/(Loss) Per Day	Tax Levy Applied	Supp. Payment Applied
Northern Reflections	Provides long term care for the protectively placed and vulnerable with complex medical or behavioral health needs who are difficult to care for and may not have access to other Marathon County nursing homes.	Marathon County resident.	37 budget, 41 licensed  Target: 32	3	3 (8%)	\$297	Medicaid	95%	90%	\$170.65	\$(126.35)	\$483,000	\$713,000
							Private	3%	2%	\$287.00	\$( 10.00)		
							Medicare	0%	6%	\$503.00*	-		
							Insurance	2%	2%	\$250.00**	\$( 47.00)		
Garden side Crossing	Provides care for early stage dementia residents who may be protectively placed or vulnerable. Likely may have complex medical or behavioral health needs who are difficult to care for by other area nursing homes.	Marathon County resident.	40 budget, 43 licensed  Target: 32	9	5 (12%)	\$261	Medicaid	88%	76%	\$170.65	\$( 90.35)	\$486,800	\$323,600
							Private	10%	15%	\$298.00	\$ 37.00		
							Medicare	2%	2%	\$503.00*	-		
							Insurance	0%	7%	\$250.00**	\$( 11.00)		
Lakeview Heights	Provides dementia care for residents who may be protectively placed or vulnerable. Likely to have behavioral health diagnosis and/or dementia; individuals with complex symptoms of their disease.	Marathon County resident.	40 budget, 42 licensed  Target: 48	9	2 (5%)	\$261	Medicaid	88%	75%	\$170.65	\$( 90.35)	\$486,800	\$323,600
							Private	10%	20%	\$298.00	\$ 37.00		
							Medicare	2%	5%	\$503.00*	-		
							Insurance	0%	0%	\$250.00**	\$(11.00)		
Evergreen Place	Provides care that focuses on end stages and end of life care for protectively placed or vulnerable dementia residents.	Marathon County resident.	20 budget, 22 licensed  Target: 16	9	2 (10%)	\$261	Medicaid	88%	64%	\$170.65	\$( 90.35)	\$243,400	\$161,800
							Private	10%	27%	\$298.00	\$ 37.00		
							Medicare	2%	5%	\$503.00*	-		
							Insurance	0%	4%	\$250.00**	\$( 11.00)		

Program	Core Mission	Admission Criteria	Number Of Beds	Protective Placements	Out of county	Budgeted Cost Per Day	Payer	Payer Mix (Budget)	Payer Mix (Current)	Average Reimbursement Per Day	Gain/(Loss) Per Day	Tax Levy Applied	Supp. Payment Applied
South Shore	Short term rehab for the medically complex or individuals with behavioral health diagnosis. Focus on respiratory, IV therapy, wound care.	State of Wisconsin resident.	23 budget, 25 licensed  Target: 32	0	1 (4%)	\$322	Medicaid	34%	27%	\$170.65	\$ (151.35)	\$0	\$154,000
							Private	9%	4%	\$287.00	\$ ( 35.00)		
							Medicare	48%	61%	\$503.00*	-		
							Insurance	9%	8%	\$250.00**	\$( 72.00)		
Northwinds Vent	Ventilator dependent residents and medically complex residents with respiratory diagnosis.	State of Wisconsin resident seeking ventilator dependent and short term rehabilitation services.	25 budget, 27 licensed  Target: 32	1	18 (70%)	\$518	Medicaid	72%	50%	\$561.00	\$ 43.00	\$0	\$308,000
							Private	12%	4%	\$655.00	\$ 137.00		
							Medicare	16%	24%	\$503.00*	-		
							Insurance	0%	22%	\$500.00**	\$ ( 18.00)		
<b>MVCC Overall</b>			<b>Number Of Beds</b>	<b>Protective Placements</b>	<b>Out of county</b>	<b>Budgeted Cost Per Day</b>	<b>Payer</b>	<b>Payer Mix (Budget)</b>	<b>Payer Mix (Current)</b>	<b>Average Reimbursement Per Day</b>	<b>Gain/(Loss) Per Day</b>	<b>Tax Levy Applied</b>	<b>Supp. Payment Applied</b>
			185 budget, 200 licensed  Target: 192	31	31 (17%)	\$310	Medicaid	72%	69%	\$170.65	\$ ( 139.00)	\$1,500,000	\$1,984,000
			MA – Vent	9%	8%	\$561	\$251.00						
			Private	7%	10%	\$295	\$15.00						
			Medicare	9%	8%	\$503	\$16.00						
			Insurance	3%	5%	\$375	\$65.00						

\*Insurance payments vary considerably based on insurer and acuity. We include Veteran’s Administration (VA) payments as insurance in our accounting. The VA reimbursement is essentially the Medicaid rate.

\*\*Medicare Payment is an all-inclusive payment which includes daily services, rehab services, pharmacy, and ancillary



# North Central Health Care

Person centered. Outcome focused.

## MEMORANDUM

DATE: January 24, 2018  
 TO: Mount View Care Center Committee (MVCC) & Nursing Home Operations Committee (NHOC)  
 FROM: Kim Gochanour, Nursing Home Operations Executive & Administrator  
 RE: Clifton Larson Allen Financial and Operational Assessment

### Purpose

The following is a report on Administration's progress in implementation of actions related to the recommendations suggested in Clifton Larson Allen's Financial and Operational Assessment. The report is being submitted for the MVCC and Nursing Home Operations Committees to monitor progress over the coming months. Further detail or questions can be provided upon request.

### Updates

#### Strategic Action Register Section 100 – Current Campus Development

Since approval of the development of Master Facility Plan, NCHC has worked with HGA architectural firm and CLA to determine NCHC needs. Through tours of similar facilities which included inpatient hospitals, skilled nursing facilities and clinics – a plan is being developed to be presented to the NCHC board and the full county board. Per the process the Mount View Care Committee determined that it would be beneficial to include the Mount View renovation options along with the facility master plan.

#### Strategic Action Register Section 200 – Referral and Marketing Development

200.2	Hiring Nurse Liaison to assess and accept referrals at the major hospital referral sources
<i>Update: Based on review of market and needs, we have moved forward with hiring an assistant admissions director part time. This person will also assist in patient enrollment and social services for Mount View. This will allow the Admissions Director to focus on outside marketing.</i>	
200.4c	Determine total bed licenses required and reduction plan
<i>Update: With development of our 2018 annual budgets and review of our current occupancy rates, we reduced another 20 beds for January 2018 for our total facility number from 220 to 200.</i>	

#### Strategic Action Register Section 300 – Clinical Programming Enhancement

300.2a	Perform audits of risk based samples of charts and coding to identify patterns of missing data/incorrect coding
<i>Update: Audit of MDS set for January 29 – February 1, 2018 with quarterly reviews by outside consultant for recommendations to identify areas of increased revenue.</i>	
300.3D	Review therapy performance and outcomes
<u>Update</u>	Joint marketing plan set with current therapy company for March on fall risks for seniors. New rehab director has been put in place and we are having quarterly meetings with the regional staff to talk about concerns, training and training opportunities.
300.4B	Review vendors and technology available to meet needs
<u>Update</u>	IT has set up demonstrations for two EMR vendors (point click care and matrix) in January and early February. RFP being developed with decision chart. Recommendation will be forwarded by 2 <sup>nd</sup> quarter.

Strategic Action Register Section 400 –Optimize Financial Performance

400.2	Review direct care hours provided on each unit and adjust as needed.
<u>Update</u>	<i>2018 budget has been reviewed and approved. Direct care hours have been made to be more in line with recommendations in the report. We have continued to review and make slight modifications to our staffing model and will be presenting the new staffing model to staff in January 2018.</i>
400.2a	Review current staffing patterns and needs.
<u>Update</u>	See above update.
400.4	<i>Monitor survey results of competitors and adjust nursing procedures to improve health inspection results</i>
<u>Update:</u>	<i>New survey process went into effect in November 2017. Will be meeting with first area Skilled nursing facility to compare survey information on new process. Continue to be part of the area skilled nursing facility group, Wisconsin Association of County Homes and Leading Age WI where survey information is shared.</i>
400.4D	<i>Educate staff on new inspection survey process coming soon.</i>
<u>Update:</u>	<i>All staff was educated in town hall meetings in November 2017. Facility Wide resource assessment education and assistance was provided by mount view leadership and support teams and was implemented by November 28, 2017 deadline. Town Hall meetings scheduled for February 5 – 9, 2018 to go over survey results and feedback on the new process.</i>

Strategic Action other actions related to the performance of Mount View Care Center

	Implementation of team based leadership for our programs will be starting in 2018.
	Monthly Patient Accounts meetings established to review aging and review of payer sources.



Amended 12/19/17 to sunset from 12/31/17 to 5/1/18

(e) Mount View Care Center (MVCC)

- a) Reports to the Health and Human Services Committee
- b) Mission/Purpose: Develop broad policies that guide the operation of the Mount View Care center, a public, skilled nursing home currently serving:
  - People in need of short-term rehabilitation
  - People needing post-acute care with complex physical needs
  - People needing ventilator dependent care
  - People needing long-term skilled nursing care
  - People needing specialized nursing care of dementia, psychiatric and neurological diseases, or behavioral needs
- c) Statutory Responsibilities: None
- d) Membership: Five (5) members of the Marathon County Board and two (2) Ex-officio community members with expertise in the nursing home industry or health care
- e) Member terms: Concurrent with terms on the County Board
- f) Duties and Responsibilities: Establish policies for Mount View Care Center and monitor performance:
  1. Assess community needs and determine services offered.
  2. Right-size the facility to best meet market demand and maximize operational efficiencies.
  3. Establish goals with regard to payer mix including:
    - Medicaid
    - Medicare
    - Private insurance
    - ICF/MR rates (Intermediate Care Facility for the Mentally Retarded)
    - Bed taxes
    - Intergovernmental Transfer (IGT)
    - Tax levy
  4. Recommend changes to the physical plant to improve financial performances and/or patient care.
  5. Monitor survey results and oversee operational changes made to improve patient care.
  6. Monitor the financial success of the facility.

**North Central Community Services Program Board  
Nursing Home Operations Committee**

**Charter**

- Members:** Minimum of five (5) member committee consisting of representatives from the North Central Community Services Program Board (51.42 Board) and the general public who are residents of Marathon County with knowledge or expertise in long term care, healthcare, and/or business and industry.
- Terms:** Annual appointments.
- Resource Team:** NCHC CEO  
Mount View Care Center Administrator  
NCHC CFO  
NCHC Human Resource Director  
NCHC Quality Director  
Other NCHC and Marathon County Staff as deemed helpful
- Purpose:** The Nursing Home Operations Committee is appointed by the North Central Community Services Program Board to oversee the operations of the Marathon County nursing home, Mount View Care Center. The Committee works closely with the NCHC CEO, Nursing Home Administrator 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. The Committee is accountable to the North Central Community Services Program Board.
- Authority:** Makes recommendations to the Board when policy changes are needed. The Committee will be involved in operational consultation, strategic planning and performance expectations, which may not require Board action.
- Outcomes:** Outcomes will be established on an annual basis for the following categories:
- Demonstrated quality
  - Fiscal responsibility
  - Strong human relations
  - Regulatory compliance
  - Resident/family expectations
- Meeting:** As scheduled by the Committee Chair, Administrator or CEO; usually monthly.
- Reporting:** North Central Community Services Program Board
- Adopted:** By NCCSP Board, October 27, 2011 ([Committee revisions 151218](#))

# NURSING HOME MANAGEMENT AGREEMENT

AGREEMENT effective the 1st day of January, 1998, by and between Marathon County, a municipal body corporate of the State of Wisconsin, referred to as the "COUNTY", and North Central Community Services Program, a multi-county department of community programs carrying out its responsibilities as a board constituted pursuant to section 51.42, Wis. Stats. by a Joint County Contract between Langlade, Lincoln and Marathon Counties referred to as "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 2400 Marshall Street, Wausau, Wisconsin, and other COUNTY nursing home property located at 1100 Lake View Drive, Wausau, Wisconsin (collectively, the "FACILITY"). This agreement does not transfer ownership of the FACILITY.

2. Designation of Administrator/Manager. The COUNTY, pursuant to section 51.42(3)(b) of the Wisconsin Statutes may designate its section 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 and disabilities programs. The COUNTY has designated NCCSP as administrator and manager of its county nursing home program provided through the FACILITY. NCCSP accepts that designation and agrees to manage the entire operation of the COUNTY's nursing home FACILITY.

3. Services Provided. NCCSP will provide management and operating services for the FACILITY as follows:

(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 shall also evict residents or take legal action against residents delinquent in charges for services provided at FACILITY.

(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) Maintenance and Capital Expenditures. Cause the building, appurtenances,

equipment, and grounds of the FACILITY to be maintained in a reasonable and workmanlike condition. No capital expenditure shall be made, however, without the prior written agreement of COUNTY and NCCSP, except that NCCSP may make expenditures of up to twenty-five thousand and 00/100 dollars (\$25,000.00) for any individual capital improvement without the COUNTY's prior written consent and except that emergency repairs involving manifest danger to life or property or that are immediately necessary for the preservation and safety of the residents or property or are required to avoid suspension of any necessary service to the FACILITY may be made by NCCSP without prior written agreement. Capital improvements shall be funded by COUNTY and shall remain COUNTY's property.

(e) Utilities and Supplies. Make all contracts, place all orders for water, electricity, gas, fuel, oil, telephone and other necessary services as well as appliances, materials and supplies necessary to properly maintain and operate the FACILITY.

(f) 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.

4. 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 and 51.437 program administered by NCCSP for Langlade, Lincoln and Marathon Counties. NCCSP shall allocate services provided between these programs and shall allocate items of income and expense accordingly.

5. County Obligation. Everything done by NCCSP under the provisions of Section 3, shall be done on behalf of the COUNTY and all related obligations incurred shall be at the ultimate expense of the COUNTY.

6. Term and Termination. The term of this Agreement shall commence at 12:01 a.m. on July 1, 1997, and end at 11:59 p.m. on December 31, 1998. 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 by July 1 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 North Central Community Services Program. In addition, if COUNTY fails to approve in substance NCCSP's budget request under the Joint County Contract, then negotiation 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.

7. Accounting. NCCSP shall account for all income and expenses relating to the

operation of the FACILITY separately from all other operations of NCCSP and in accordance with generally accepted accounting principles and government auditing standards. On or before April 30th of each year, NCCSP 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 NCCSP 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.

8. Insurance. The COUNTY shall maintain fire 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. NCCSP shall carry adequate general liability insurance covering the buildings, parking lots, sidewalks and other common areas and their use. 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.

9. Hold Harmless. NCCSP and the COUNTY hereby agree to release, indemnify, defend, and hold harmless the other, 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 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, resulting from or arising out of the performance of its officers, officials, employees, agent or assigns. NCCSP and the COUNTY do not waive, and specifically reserve, their right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

10. 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.

11. 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.

12. Waiver and Modification. Neither this Agreement, nor any of its terms shall be waived, altered, modified, cancelled or discharged except by the parties' written agreement, or as

otherwise specifically provided in this Agreement.

13. 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.

14. 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 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 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 contracts pertaining to this project so as to provide for expedient dispute resolution.

15. 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.

16. 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.

17. 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.

18. 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.


19. 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.

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

21. 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.

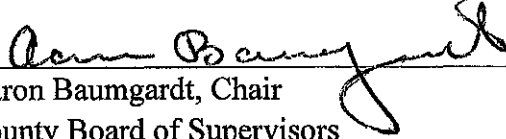
NORTH CENTRAL COMMUNITY  
SERVICES PROGRAM BOARD:


By:

  
\_\_\_\_\_  
Tim H. Steller  
Chief Executive Officer

MARATHON COUNTY:

By:

  
\_\_\_\_\_  
Aaron Baumgardt, Chair  
County Board of Supervisors

  
\_\_\_\_\_  
Mort McBain  
County Administrator