



OFFICIAL NOTICE AND AGENDA

of a **Joint Meeting** of the
Nursing Home Operations Committee and Pine Crest Board of Trustees
to be held at **North Central Health Care, 1100 Lake View Drive, Wausau, WI 54403,**
NCHC Wausau Board Room at **2:00 pm** on **Thursday, September 19th, 2019**

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 Meeting of the NCHC Nursing Home Operations Committee and Pine Crest Board of Trustees to Order
2. Public Comment for Matters Appearing on the Agenda (15 minute limit)
3. Overview of Pine Crest Nursing Home Management Agreement
4. ACTION: Consideration and Adoption of Committee Charter
5. Update on Pine Crest Nursing Home Transition Plan
6. Meeting Schedule
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: 09/13/19 TIME: 12:00 p.m. BY: D. Osowski

NURSING HOME MANAGEMENT AGREEMENT

This Management Agreement, herein referenced to as the “Agreement” is effective the 1st day of January, 2020, by and between Lincoln County, a political subdivision of the State of Wisconsin and doing business as a quasi-municipal corporation, pursuant to §59.01, Wis. Stats. (“County”) and the North Central Community Services Program (NCCSP), d/b/a and herein referenced to as “North Central Health Care” or “NCHC”, a multi-county department of community programs carrying out its responsibilities as a board constituted by the Joint County Agreement between Langlade, Lincoln and Marathon Counties pursuant to section §51.42 and §66.0301 Wis. Stats as a quasi-political subdivision. The parties agree and follows:

1. Prior Agreements Terminated. This agreement terminates all prior agreements between the parties for nursing home management, except that it shall not be construed as affecting the Joint County Agreement establishing the North Central Community Services Program.

2. County Nursing Home Facility. The County owns land and a nursing home building known as Pine Crest Nursing Home (“Pine Crest”) located at 2100 E. Sixth Street, Merrill, Wisconsin, containing 180 licensed skilled nursing home beds (collectively, the “Facility”) . This agreement does not transfer ownership of the Facility. The County will enter into a separate Agreement with NCHC regarding the Facility’s Use and Maintenance.

3. Designation of Administrator/Manager. The County, pursuant to §51.42(3)(b) of the Wisconsin Statutes may designate its 51.42 board as the administrator of any county health program or institution in addition to the board’s responsibilities for the county community mental health, addiction and disabilities programs. The County has designated NCHC as administrator and manager of its county nursing home program provided through the Facility. NCHC accepts that designation and agrees to manage the entire operation of the County’s nursing home Facility. The County shall not unreasonably interfere with NCHC’s management of the day-to-day operations of the Facility and shall refrain from interference with and from participation in any management functions which are delegated to NCHC under this Agreement. County grants to NCHC the sole and exclusive authority to formulate and implement necessary policies, programs and operations necessary with respect to the Facilities.

4. Term and Termination. The term of this Agreement shall commence at 12:01 a.m. on January 1, 2020, and end at 11:59 p.m. on December 31, 2024. This Agreement shall automatically be extended for an additional one-year period, and, in turn, for subsequent one-year terms unless either of the parties provides written notice to the other of the notifying party’s intent not to renew prior to one hundred and eight (180) days prior to the end of the term after which termination will be effective. Notwithstanding anything to the contrary in this section or this Agreement, the Agreement shall terminate on the effective date of any dissolution of the multicounty department of community programs, now known as the North Central Community Services Program. In addition, if the County fails to approve in substance NCHC’s budget

request, then negotiation on continuation of the Agreement shall commence forthwith. NCHC may terminate this Agreement by written notice to the County within sixty (60) days following the County's action on the budget request if negotiations are unsuccessful, in which case termination shall be effective at the start of the year to which the budget request applies.

5. Services Provided. During the term of this Agreement, NCHC shall provide the County with all necessary and appropriate services for the management of the Facility so that the Facility will be operated in a manner consistent with industry standards. Wherever in this Agreement NCHC is required to obtain the consent or approval of the County, such consent or approval may be given by the County Administrative Coordinator or his/her designated appointee, as the representative of the County. In furtherance of, and without limiting the foregoing general responsibility, NCHC shall provide the Facility with the services set forth in Exhibit A, attached hereto, and those services set forth below, all for the compensation set forth in Exhibit B, attached hereto, and within the performance expectations for those services set forth in Exhibit C, attached hereto; any additional services provided by NCHC shall be provided only with County's prior written permission and at County's agreement as to cost.

6. Provider Qualifications. NCHC shall at all times during the term of this Agreement: (a) be fully qualified, adequately experienced and trained before being assigned to perform services; (b) have current and unrestricted license to provide services; and (c) be a participating provider in applicable healthcare programs maintained by governmental payers.

7. Licenses and Certifications. NCHC shall apply for and obtain and maintain all licenses and certifications required of NCHC in connection with its management of the Facility on behalf of the County.

8. Contracts, Leases and Agreements. NCHC shall enter into all contracts, leases and/or use agreements and other agreements required in the ordinary course of business for the operation, maintenance and service of the Facility in the name of the County.

9. County Obligation. Everything done by NCHC under Exhibit A, shall be done on behalf of the County and all related obligations incurred shall be at the ultimate expense of the County.

10. Accounting. NCHC shall account for all income and expenses relating to the operation of the Facility separately from all other operations of NCHC and in accordance with accounting principles generally accepted in the United States of America and government auditing standards. On or before April 30th of each year, NCHC shall provide the County an annual combining Financial Statements of all income received and expenditures incurred in connection with the operation of the Facility. Unless NCHC is notified to the contrary by the County, the annual combining Financial Statements shall be deemed accepted by the County ninety (90) days after its receipt by the County. The County will adhere to the Fund Balance Policy of NCHC.

11. Allocation Between Programs. Through use of County's property, NCHC provides services both to the County's nursing home program and to programs administered by NCHC for Langlade, Lincoln, and Marathon Counties. NCHC shall allocate services provided between these programs and shall allocate items of income and expense accordingly.

12. Damage by Fire or Other Casualty. If during the term of this Agreement, property on the listing for the Facility is destroyed or otherwise damaged by fire, the elements or any other cause, the County shall have the option to replace, rebuild, reconstruct or repair (collectively, "restore") the property to, as closely as reasonably possible, the original condition. The County's option to restore shall be elected by giving written notice to NCHC within thirty days of notice by NCHC of the damage or destruction. If the County elects to exercise its option, the replacement, rebuilding, reconstruction or repairing shall commence immediately after proper adjustment is made by the insurance carrier and in any event, within ninety (90) days after the damage, and shall be completed as expeditiously as possible. If the County elects not to restore after damage this Agreement shall be deemed to have terminated as to the property lost. If NCHC determines that the loss materially affects operations, then the entire Agreement may be subject to termination at NCHC's election, after consultation with the County.

13. Insurance Coverage. On all policies purchased or maintained by NCHC and by the County in accordance with this section, each party shall add the other party as an additional insured and shall provide certificates of insurance showing the coverage called for upon request.

- A. Property and Casualty. The County shall maintain property and casualty insurance with extended coverage endorsement and with such full insurance clauses as the County may determine to be necessary covering the property in an amount equal to the reasonable replacement value. The County will maintain coverage for the building and equipment. NCHC shall maintain property and casualty insurance for all contents in the Facility.
- B. Workers Compensation. NCHC shall maintain Workers Compensation Insurance as required by Wisconsin Statutes, for all NCHC employees. County shall maintain Workers Compensation Insurance as required by Wisconsin Statutes, for all County employees working in the Facility. In case any work is subcontracted, the contracting party shall require the subcontract or similarly to provide statutory Workers Compensation for all of the subcontractor's employees, unless such employees are covered by the protection afforded by either party's policies.
- C. Insurance. NCHC shall secure and maintain in force throughout the duration of this agreement Comprehensive General Liability, Professional Liability, Automobile Liability, Business Interruption, Excess Liability Insurance covering its officers, agents, and employees, and including all buildings, parking lots, sidewalks and other common areas subject to this Agreement, and their use. Said insurance shall cover NCHC, and any subcontractor, regarding claims for damages for personal injuries,

including accidental death, as well as from claims for property damage, which may arise from operations under this agreement. The minimum amount of such insurance shall be as follows:

- i. General Liability: \$1,000,000 per occurrence and \$3,000,000 in aggregate for bodily injury and Property Damage.
- ii. Professional Liability Coverage: \$3,000,000 per occurrence and \$3,000,000 in aggregate.
- iii. Automobile Liability: \$3,000,000 per occurrence and \$3,000,000 in aggregate for bodily injury and property damage.
- iv. Business Interruption: \$5,000,000 per each occurrence.
- v. Excess Liability Coverage: \$3,000,000 over the General Liability and Automobile Liability Coverage.

D. Builders Risk. During the course of construction of any improvements, additions or alterations to the property, NCHC shall obtain and keep in force a policy of builder's risk insurance in an amount sufficient to cover the cost of repair or replacement of the improvement, addition or alteration.

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

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

15. Compliance with Law. Using its reasonable best efforts to assist County in maintaining the Facility' compliance with the federal, state, local and municipal laws, rules, regulations, ordinances, orders and requirements governing the establishment, operation and maintenance of the Facility (collectively, the "Laws"), including, but not limited to laws relating to the federal Health Insurance Portability and Accountability Act ("HIPAA"), the Medicare and Medicaid programs, licensure of the Facilities, zoning, the so-called federal Stark law, and the federal and state anti-kickback laws. Without limiting the generality of the foregoing, NCHC will (i) prior to hiring a new employee of a Facility or engaging an independent contractor or agent of a Facility, and regularly thereafter, review the U.S. Department of Health and Human Services ("HHS") Office of Inspector General internet data base for the List of Excluded Individuals/Entities (currently www.exclusions.oig.hhs.gov/) and Excluded Parties Listing System (currently www.epls.gov) and other appropriate sources to insure that none of the employees, contractors or agents of the Facilities have been excluded from or sanctioned by Medicare, Medicaid or any other federal health care program and are not otherwise excluded from participation in the business and services conducted or provided by the Facilities, and (ii) insure that each contractor providing services to a Facility has entered into a written agreement with such Facility to protect patient information in accordance with HIPAA, if required by HIPAA. In furtherance of and not in any way limiting the foregoing, NCHC, at the expense of the Facility, will obtain, renew and keep current and in force all licenses, permits, authorizations and approvals required for operation of the Facility as required by the Laws.

16. Title XVIII Requirements. In accordance with Title XVIII provisions, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, NCHC will make available, upon written request of the Secretary, United States Department of Health and Human Services, or upon request of the Controller General, or any of their duly authorized representatives, the contract and books, documents, and records of NCHC necessary to certify the nature and extent of such services.

17. Nondiscrimination. NCHC will not discriminate against any consumer of services provided under this Agreement because of age, race, creed, color, sex or handicap. To the extent required by federal or state law, NCHC agrees that in performing work under this Agreement, NCHC will not discriminate against any employee or applicant for employment because of their age, race, creed, color, handicap, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, membership in the National Guard, state defense force or any other reserve component of the military forces of the United States or the State of Wisconsin, or use or nonuse of lawful products off the employer's premises during nonworking hours. This prohibition shall include, but not be limited to, discrimination in employment promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. NCHC agrees to take affirmative action to ensure equal employment opportunities, and to post in a conspicuous place available for employees and applicants for employment notices setting forth these nondiscrimination provisions.

18. Corporate Compliance. The County acknowledges the commitment of NCHC to carry out the provision of health care and all related activities consistent with the highest ethical, moral and legal standards, as well as the adoption by NCHC of a corporate compliance plan to do so. The County will make its employees, agents, directors and officers aware of this commitment and ensure their compliance with it in all respects.

19. Health Insurance Portability and Accountability Act (HIPAA) Compliance. NCHC agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”) to the extent those regulations apply to the services NCHC provides or purchases with funds provided under this Agreement. NCHC shall comply with all requirements of HIPPA as it applies to NCHC’s services under this Agreement and shall execute a Business Associate Agreement with the County.

20. Confidentiality. Both parties agree to maintain the confidentiality of all reports, documents and recommendations provided to them and not to disclose or share such report with any other consultant or any other party not directly employed by them. Additionally, each part will comply with all laws and regulations relating to confidentiality of patient information.

21. Exclusion from Federal Health Care Programs. NCHC hereby represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care programs, including Medicare and Medicaid. NCHC agrees to immediately notify the County of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid, with respect to it or any of its employees or contractors. In the event that NCHC is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that NCHC is in breach of this requirements, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

22. Non-Debarment Clause. NCHC certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. North Central Health Care further agrees and certifies that this clause shall be included in any subcontract of this Agreement.

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

24. Assignment. NCHC shall not assign this Agreement without the County’s written consent.

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

To NCHC, by addressing to:

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

To County, by addressing to:

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

Either party may by notice designate a different address to which notices shall be sent. Notices given in this manner shall be deemed received when mailed.

26. 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 NCHC's compliance with the terms of this Agreement.

27. Records. NCHC will provide records as required by state and federal laws, rules and regulations, and will allow inspection, to the extent permitted by law, by representatives of the County or governmental agencies to the extent necessary to confirm NCHC's compliance with this Agreement. All records will be maintained and will be in the possession of NCHC. NCHC will disclose no client-identifying information relating to eligible clients who receive services under this Agreement except with the client's informed written consent or that of the client's legal guardian or agent as authorized under a valid Health Care Power of Attorney, and except to the extent permitted by applicable state and federal confidentiality laws.

If either party carries out any of the duties of the Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

If either party is required to disclose any books, documents and records relevant to this Agreement for the purpose of an audit or investigation, they shall notify the other party of the nature and scope of the request.

28. 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.

29. Automatic Modification. If any law is enacted by the State of Wisconsin or by the United States of America which affects, modifies, or changes the duties and obligations of the parties hereunder, the NCHC shall notify the County of the needed modifications or changes and this Agreement shall be modified or terminated in a manner consistent with law and mutually agreeable to the parties.

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

31. Employment. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create, an employment relationship between the County and NCHC, NCHC staff or to allow the County to exercise control or direction over the manner or method by which they perform the services called for under this Agreement, which services will be provided in a manner consistent with a professional standard care and the provisions of this Agreement. In performing services under this Agreement, NCHC and NCHC staff shall clearly identify themselves as employees of North Central Health Care.

32. 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 lawful suit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

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

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its 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 expedient dispute resolution.

33. Force Majeure. Neither party shall be responsible for the non-performance of its obligations under this Agreement if such non-performance is caused directly or indirectly by acts of God, acts of civil or military authority, civil disturbance, war, terrorism, fires, or strikes. The party so affected shall give notice to the other party and shall do everything reasonably possible to resume performance.

34. 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.

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

36. 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.

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

38. 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.

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

40. 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 NCHC and their respective legal representatives, successors and assigns.

NORTH CENTRAL COMMUNITY
SERVICIES PROGRAM BOARD:

By: _____
Jeff Zriny, Chair

By: _____
Michael Loy, CEO

LINCOLN COUNTY BOARD
OF SUPERVISORS:

By: _____
Bob Lee, Chair

By: _____
Jason Hake, Administrative Coordinator

EXHIBIT A.
SERVICES PROVIDED

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

1. 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. Based on the projected community needs, Pine Crest services will include:

- a. Long-term care, including long-term care for the protectively placed and vulnerable with complex medical or behavioral health needs who are difficult to care for and are likely not to have access to other nursing homes in Lincoln County.
- b. Dementia care services for the protectively placed and vulnerable.
- c. Short-term rehabilitation for the medically complex or individuals with a behavioral health diagnosis.
- d. Hospice care.

2. Rates and Collections. County authorizes and directs NCHC to set all rates charged for its services to Facility residents or patients, and to collect and receive any and all charges, rents, or payments which may at any time be made or become due for those services. NCHC shall also evict residents or take legal action against residents delinquent in charges for services provided at Facility. NCHC shall negotiate the terms of and execute, third-party payor contracts on behalf of the County. NCHC will manage and administer the Facility's participation in and performance of services under, third-party payor contracts. NCHC will not disclose any information relating to any third party contract.

3. Contracts. On behalf of the County, negotiating, entering into and administering all leases, contracts and agreements for the purchase, lease, maintenance, and repair of all equipment, supplies, materials and services necessary and appropriate for the operation of the Facilities.

4. Inventories. Ordering and maintaining appropriate inventories of supplies.

5. 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 NCHC and compensation and personnel policies shall be the responsibility of NCHC. NCHC will manage the payroll for the employees of the Facility, taxes, and other obligations arising out of services performed by the Facility or personnel.

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

6. Equipment and Supplies. Make all contracts, place all orders for supplies and all other necessary services as well as appliances, equipment, materials and supplies necessary to properly operate the Facility.

7. Regulatory Compliance. Take all action necessary to comply with all applicable laws and any orders, penalties, or requirements affecting the Facility issued by any federal, state or municipal authority.

EXHIBIT B.
COMPENSATION

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

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

EXHIBIT C.
PERFORMANCE EXPECTATIONS

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

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

EXHIBIT D.
AGREEMENTS STIPULATED TO IN THE INITIAL TRANSFER OF
MANAGEMENT RESPONSIBILITIES OF PINE CREST
FROM LINCOLN COUNTY TO NORTH CENTRAL HEALTH CARE

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

1. Assets. County agrees to the transfer of Pine Crest Assets as follows:
 - a. Lincoln County will retain all cash and cash equivalents related to operations of Pine Crest prior to January 1, 2020 as determined at the close of the 2019 fiscal reporting year.
 - b. Lincoln County will provide the necessary operational start-up cash as agreed to by Lincoln County's Finance Director and NCHC's Chief Financial Officer, and as approved by Lincoln County's Finance Committee.
 - c. County agrees to transfer all assets of the Facility, excluding building and maintenance related equipment, to NCHC whereby these assets would be reported on the financial statement of NCHC as assets of Pine Crest in the same manner as established and stipulated within the Joint County Agreement.
 - d. Lincoln County will transfer and NCHC will accept all GASB 68 & 75 related assets related to employees of Pine Crest Nursing Home at the time of the transfer as of January 1, 2020.

2. Accrued Liabilities. County agrees to transfer the necessary funding to fully fund any outstanding liabilities related to current operations and employees of Pine Crest as follows:
 - a. Lincoln County will pay all accounts payable related to the operations of Pine Crest prior to January 1, 2020 as determined at the close of the 2019 fiscal reporting year.
 - b. Lincoln County employees will have eligible leave balances calculated as of December 31, 2019, paid out by Lincoln County as:
 - i. A conversion of current and accrued vacation and payment to NCHC to fund a paid leave balance
 - c. Lincoln County will transfer and NCHC will accept all GASB 68 & 75 related liabilities related to employees of Pine Crest Nursing Home at the time of the transfer as of January 1, 2020.
 - d. Lincoln County will pay for all Incurred But Not Reported (IBNR) for all employee benefits plans, workers compensation programs and insurance programs related to the operation of Pine Crest prior to January 1, 2020.

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

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

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

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

Charter

- Members:** The Nursing Home Operations Committee (NHOC) is a seven (7) member committee consisting of representatives from the North Central Community Services Program Board (51.42 Board) and the general public who are residents of Lincoln and Marathon County with knowledge and/or expertise in long term care, healthcare, and/or business and industry. Three (3) members will be Lincoln County residents with not less than one (1) of the three (3) members being a Lincoln County appointee to the NCCSP Board. Three (3) members will be Marathon County residents with not less than one (1) of the three (3) being a Marathon County appointee to the NCCSP Board. One (1) additional at-large member shall be a community member with expert knowledge and experience in the long term care industry who shall be a resident of either Lincoln or Marathon County. The Committee shall be chaired only by a member of the NCCSP Board appointed to the Committee by the NCCSP Board Chair.
- Terms:** Members will be appointed annually by the NCCSP Board Chair.
- Resource:** Regional Nursing Home Operations Executive
- Team:** MVCC Administrator
MVCC Director of Nursing
Pine Crest Administrator
Pine Crest Director of Nursing
NCHC Chief Executive Officer
NCHC Chief Financial Officer
- Purpose:** The Nursing Home Operations Committee is appointed by the North Central Community Services Program Board to oversee the operations of the Lincoln County nursing home (Pine Crest), and the Marathon County nursing home (Mount View Care Center). Specifically, the Committee is charged with the successful regional operational integration of the two nursing homes while also monitoring and responding to local needs of each nursing home. The Committee works closely with NCHC staff, 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.

- Authority:** Reports to and makes recommendations to the NCCSP Board when policy changes are needed. Certain policy decision recommendations must be forwarded by the NCCSP Board to each respective county as stipulated in the Management Agreement with each county for consideration prior to implementation. The Committee will be involved in operational consultation, strategic planning and monitoring performance expectations.
- 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, Regional Nursing Home Operations Executive or CEO; usually monthly.
- Reporting:** North Central Community Services Program Board
- Adopted:** By the Nursing Home Operations Committee, September 19, 2019